

SIGNATURE DOCUMENT FOR
THE HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. 529-16-0132-00037

2016-07-20
FC76915

UNDER THE
HEALTHY TEXAS WOMEN'S GRANT PROGRAM

I. PURPOSE

The Health and Human Services Commission ("System Agency") an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Blvd., Austin, TX 78751 and Houston Health Department ("Grantee" or "Contractor"), having its principal office at 8000 North Stadium Dr., Houston, TX 77054 (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Healthy Texas Women's Program ("Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of with the provisions of Chapter 531 of the Texas Government Code and Title 1 of the Texas Administrative Code, Part 15, Chapter 382, Subchapter A, §§382.1-382.29.

III. CONTRACT PERIOD

The Contract will be effective on July 1, 2016, or upon the signature date of the latter of the Parties to sign the Contract, whichever occurs later. The Contract shall terminate on August 31, 2017, unless it is renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency reserves the option to renew the Contract for up to two additional two-year terms.

IV. STATEMENT OF SERVICES TO BE PROVIDED

The services to be performed under this Contract are described in: (1) the Healthy Texas Women Open Enrollment Solicitation, which is attached hereto as ATTACHMENT A and incorporated herein by this reference; (2) Contractor's revised Program Forms and revised Budget Documents; which are attached hereto as ATTACHMENTS B and C, respectively, and incorporated herein by this reference; and (3) the Contractor's Open Enrollment Application, which is attached hereto as ATTACHMENT D and incorporated herein by this reference.

In the event of a conflict, the order of precedence for these documents is as follows:

- Attachment A -- Healthy Texas Women Open Enrollment Solicitation
- Attachment B -- Contractor's revised Program Forms
- Attachment C -- Contractor's revised Budget Documents
- Attachment D -- Contractor's Open Enrollment Application

Contractor shall provide Healthy Texas Women Program services to **16,500** Unduplicated Clients during the term of this Contract.

V. NOT-TO-EXCEED AMOUNT AND COST REIMBURSEMENT PROCESS

The total amount of this Contract shall not exceed **\$1,159,200** for the cost reimbursement portion of the Healthy Texas Women Program as described in the revised budget documents contained in ATTACHMENT C, which is attached hereto and incorporated herein by this reference. All expenditures under the Contract must be in accordance with Attachment C. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of this Contract, the System Agency may terminate this Contract without penalty.

This Contract will be paid on a cost reimbursement basis as described in Section 2.7 of the Healthy Texas Women Open Enrollment, ATTACHMENT A.

VI. CONTRACT REPRESENTATIVES.

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency

Health and Human Services Commission -- Women's Health Services
Address: 1100 W. 49th Street
Austin, TX 78756
Attention: Camille Laosebikan
Email: Camille.Laosebikan@hhsc.state.tx.us
Phone: (512)776-3561

Grantee

Houston Health Department
Address: 8000 North Stadium Dr.
Houston, TX 77054
Attention: Stephen Williams M.Ed., MPA
Email: Stephen.williams@houstontx.gov
Phone: (832)393-5001

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

VII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Health and Human Services Commission
4900 North Lamar Blvd.
Austin, TX 78751
Attention: HHSC Chief Counsel – Karen Ray

Grantee

Houston Health Department
Address: 8000 North Stadium Dr.
Houston, TX 77054
Attention: Stephen Williams M.Ed.,MPA
Email: Stephen.williams@houstontx.gov
Phone: (832)393-5001

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VII. DISPUTE RESOLUTION


If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

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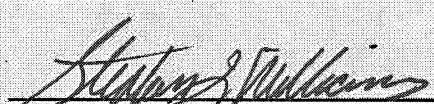
VIII. EXECUTION OF CONTRACT

The Parties have executed this Contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

SYSTEM AGENCY


Name: Charles Smith
Title: Executive Commissioner
Date of execution: 11-23-2016

GRANTEE


Name: Stephen Williams M.Ed., MPA
Title: Director
Date of execution: 9/12/2016

THE FOLLOWING ATTACHMENTS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:

- ATTACHMENT A – HEALTHY TEXAS WOMEN OPEN ENROLLMENT SOLICITATION**
- ATTACHMENT B – CONTRACTOR'S REVISED PROGRAM FORMS**
- ATTACHMENT C – CONTRACTOR'S REVISED BUDGET DOCUMENTS**
- ATTACHMENT D – CONTRACTOR'S OPEN ENROLLMENT APPLICATION**
- ATTACHMENT E – UNIFORM TERMS AND CONDITIONS**
- ATTACHMENT F – SPECIAL CONDITIONS**
- ATTACHMENT G – GENERAL AFFIRMATIONS**
- ATTACHMENT H – FEDERAL ASSURANCES AND CERTIFICATIONS**
- ATTACHMENT I – DATA USE AGREEMENT**

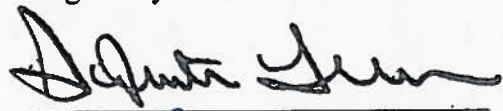
ATTEST/SEAL:



City Secretary

CITY OF HOUSTON, TEXAS

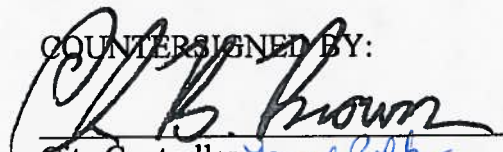
Signed by:



Mayor

Amanda Washington

COUNTERSIGNED BY:



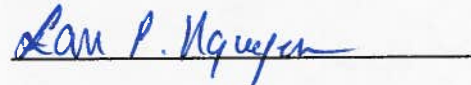
City Controller

Jemuel Polk

DATE COUNTERSIGNED:

10-4-16

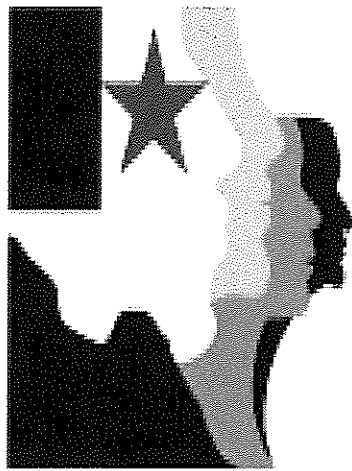
APPROVED AS TO FORM:



Sr. Assistant City Attorney
L.D. File



**Attachment A – Healthy Texas Women
Open Enrollment
Solicitation**



TEXAS

Health and Human Services Commission

Chris Traylor, Executive Commissioner

**Open Enrollment
For
Healthy Texas Women**

Enrollment Number: 529-16-0132

Enrollment Period Opens: May 27, 2016

Enrollment Period Closes: July 12, 2016

NIGP Class/Item Code:

- 924-16:** Laboratory Testing Services
- 918-88:** Quality Assurance Services
- 948-47:** Care Center Services, Health
- 948-48:** Drug Monitoring Services, International; Ethics & Code of conduct,
Medical, Euthanasia; Faith Healers
- 948-55:** Laboratory Services; Non-Physician
- 948-74:** Physician Professional Services
- 952-42:** Family Planning
- 952-62:** Mental Health Services
- 952-88:** Teen Pregnancy Services

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1. GENERAL INFORMATION

1.1. Project Scope

On July 1, 2016, HHSC will consolidate the Texas Women's Health Program (TWHP) and the Expanded Primary Healthcare Program (EPHC) into the new Healthy Texas Women Program (HTW Program). The HTW Program includes both a fee-for-service component (HTW Fee-for-Service Program) and a cost reimbursement component.

In this open enrollment, the State of Texas, by and through the Texas Health and Human Services Commission (HHSC), seeks qualified entities that provide, or will provide, services through the HTW Fee-for-Service Program to enter into cost reimbursement contracts to conduct additional activities that will enhance the clinical outcomes for clients seen through the HTW Fee-for-Service Program.

NOTE: A client will have an HTW identification card.

1.2. Point of Contact

The Health and Human Services Commission (HHSC) Point of Contact for inquiries concerning this open enrollment until the completion of the initial application screening is:

Procurement Project Manager:	Lizet Alaniz, CTPM
Address:	Health and Human Services Commission 4405 North Lamar Blvd Bldg. 1, MC-2020 Austin, Texas 78756
Phone:	(512) 406-406-2423
Fax:	(512) 406-406-2695
Email Address:	lizet.alaniz@hhsc.state.tx.us

Applicant must direct all procurement communications relating to this open enrollment to the HHSC Point of Contact named above unless specifically instructed to an alternate Contact by HHSC Procurement and Contracting Services (PCS).

An alternate contact will be provided to Applicants by email upon completion of the initial screening conducted by the PCS Procurement Manager.

1.3. Procurement Schedule

All dates are subject to change at HHSC's discretion. Applications must be received by the HHSC Point of Contact identified in subsection 1.2. by the enrollment closing period provided in the Procurement Schedule below. Late applications will be deemed non-responsive and will not be considered.

Procurement Schedule	
Open Enrollment Period Opens	05/27/16
Open Enrollment Period Closes	5:00 PM CST

Procurement Schedule	
	07/12/2016
HUB Vendor Teleconference	9:00 AM CST 06/02/16
HHSC Post Awards to <u>Electronic State Business Daily</u> (ESBD)	As contracts are executed
Anticipated Contract Start Date	7/1/16

1.4. Background

- **Overview of the Health and Human Services Commission (HHSC)**

Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531 and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Chris Traylor, Executive Commissioner of Health and Human Services.

As a result of the consolidation pursuant to the 78th Texas Legislature, Regular Session (2003), House Bill 2292, some of the contracting and procurement activities for the HHS Agencies have been assigned to the Procurement and Contracting Services (PCS) Division of HHSC. As such, PCS will administer the initial stages of the procurement process, including enrollment announcement and publication, handling of communications from the applicant, as well as managing the receipt and handling of valid applications.

- **Project Overview**

In December 2014, the Sunset Commission issued the recommendation that HHSC consolidate the women's health care programs in order to improve service and efficiency for clients and providers. This included the recommendation to consolidate the existing Texas Women's Health Program (TWHP) at HHSC and the Expanded Primary Health Care (EPHC) Program at DSHS into one program and division at HHSC. On July 1, 2016, HHSC will consolidate the TWHP and EPHC into the Healthy Texas Women (HTW) Program. The HTW Program is comprised of two components, one that is within the scope of this open enrollment and one that is not.

The first component is the HTW Fee-for-Service Program, **which is not within the scope of this open enrollment.** The HTW Fee-for-Service Program is patterned after the current Texas Women's Health Program. As such, any qualified Medicaid provider in Texas, who has completed the TWHP/HTW certification process, may be reimbursed for services in accordance with the "Healthy Texas Women Program Reimbursable Procedure Codes", which are contained in Appendix A for informational purposes only. In the HTW Fee-for-Service Program, client eligibility is determined by HHSC and fee-for-service claims will be processed by the Texas Medicaid Healthcare Partnership.

Services in the HTW Fee-for-Service Program will be preventive health, medical, counseling, and educational services that assist low-income Texan women to manage their fertility and achieve optimal reproductive and general health and include, but are not limited to, the following services: pelvic examinations, contraceptive services (pregnancy prevention and birth spacing), pregnancy testing and counseling, sexually transmitted infection services, breast and cervical cancer screenings and diagnostic services, immunizations, cervical dysplasia treatment, and other preventive services.

The second component of the HTW Program, **which is within the scope of this open enrollment**, is the cost reimbursement component, which is discussed further in Section 2 of this open enrollment. The services provided under the cost reimbursement component of the HTW Program do not include direct client care services provided through the HTW Fee-for-Service Program; however, the services being procured in this open enrollment are directly related, and limited, to the clients served through the HTW Fee-for-Service Program and women that are deemed presumptively eligible for the HTW Fee-for-Service Program.

The women eligible to participate in the HTW Fee-for-Service Program include women who are:

- Age 15 ≤ 44;
- At or below 200% of the Federal Poverty Level (FPL);
- U.S. citizens/legal immigrants; and
- Not Pregnant.

Eligibility determinations are made through the Texas Integrated Eligibility Redesign System (TIERS).

1.5. Eligible Applicants

To be eligible to apply for a contract and receive an award through this open enrollment, Applicants must be:

- free to participate in state contracts and not be debarred by the Texas Comptroller of Public Accounts:
http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/
- free to participate in federal contracts with the System of Award Management (SAM). Applicant is ineligible to apply for funds under this OE if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website:
<https://www.sam.gov/portal/public/SAM;>
- determined to be "Active" by the Texas Comptroller of Public Accounts:
[http://www.cpa.state.tx.us/taxinfo/coasintr.html;](http://www.cpa.state.tx.us/taxinfo/coasintr.html)
- located in Texas and have a Texas business address; and
- a current Texas Women's Health Program provider or be eligible to provide Texas Women's Health Program services or be an Applicant that:

- a. does not perform or Promote Elective Abortions;
- b. is not an Affiliate of an entity or individual that performs or Promotes Elective Abortions;
- c. meets these requirements throughout the procurement process and throughout the term of the awarded contract; and
- d. is a Medicaid provider in accordance with Title 1, Texas Administrative Code, Part 15, Chapter 352, or must have submitted a Texas Medicaid Provider Enrollment Application.

NOTE: To demonstrate eligibility to respond to this open enrollment, Applicant must include the Texas Provider Identifier (TPI) and the National Provider Identifier (NPI) for each clinic site that will provide HTW Program services on Form K-1. If a clinic site does not have a TPI or NPI, the Applicant must provide the date the Texas Medicaid Provider Enrollment Application was submitted on Form K-1. Applicants can learn more about the Texas Medicaid Provider Enrollment process by referring to the TMHP website.

1.6. Strategic Elements

- **Contract Type and Term**

HHSC will award one or more contracts for the HTW cost reimbursement component of the HTW Program. The initial resulting contract term will be July 1, 2016 and will terminate on August 31, 2017. HHSC reserves the option to amend the term of the resulting contract for up to two additional two-year terms, or as necessary to complete the mission of the procurement.

- **Contract Elements**

The term "contract" means the contract awarded as a result of this open enrollment, which includes the signature document and all attachments thereto, HHSC's Uniform Terms and Conditions Version 2.12 (UTCs), the HHSC Special Conditions, this open enrollment, and the successful Applicants' respective proposals. The UTCs are contained in Appendix B and the HHSC Special Conditions are contained in Appendix C. Additionally, a contract resulting from this open enrollment will be subject to HHSC's Data Use Agreement (DUA), which will be incorporated into the contract.

HHSC reserves the right to negotiate additional contract terms and conditions. Applicants are responsible for reviewing the UTCs and HHSC Special Conditions and noting any exceptions on the Applicant Information and Disclosures form.

1.7. External Factors

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from the open enrollment is subject to the availability of state. As of the issuance of this open enrollment, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, HHSC

reserves the right to withdraw the open enrollment or terminate the resulting contract without penalty.

1.8. Legal and Regulatory Constraints

1.8.1 Delegation of Authority

State and federal laws generally limit HHSC's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

1.8.2 Conflicts of Interest

A conflict of interest is a set of facts or circumstances in which either an Applicant or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in HHSC's determination, would actually or apparently conflict or interfere with the Applicant's contractual obligations to HHSC. A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to HHSC in a manner that is consistent with the best interests of the State of Texas;
- impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to HHSC; or
- provide the party with an unfair competitive advantage in future HHSC procurements.

Neither the Applicant nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, Applicants should carefully review the UTC's and HHSC Special Conditions for additional information concerning conflicts of interests.

An Applicant must certify that it does not have personal or business interests that present a conflict of interest with respect to the open enrollment and resulting contract (see Required Certifications Form). Additionally, if applicable, the Applicant must disclose all potential conflicts of interest. The Applicant must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained (see the Respondent Information and Disclosure Form). HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. **Failure to identify potential conflicts of interest may result in HHSC's disqualification of a proposal or termination of the contract.**

1.8.3 Former Employees of a State Agency

Applicants must comply with Texas laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code [§572.054](#)). Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees’ official responsibility.

As a result of such laws and regulations, an Applicant must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Required Certifications form). Furthermore, an Applicant must disclose any relevant past state employment of the Applicant’s or its subcontractors’ employees and agents in the Respondent Information and Disclosure form.

1.8.4 Interpretive Conventions

Whenever the terms “shall,” “must,” or “is required” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or requirement is mandatory.

Whenever the terms “can,” “may,” or “should” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement.

1.9. HHSC Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment to the Electronic State Business Daily (ESBD). HHSC reserves the right to revise the open enrollment at any time. Any changes, amendments, or clarifications will be made in the form of written responses to Applicant questions, amendments, or addenda issued by HHSC on the ESBD. Applicants should check the website frequently for notice of matters affecting the open enrollment. To access the website, go to the [ESBD search](#) page and enter a search for this procurement.

1.10. Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment on the [Electronic State Business Daily](#) (ESBD). HHSC reserves the right to revise the open enrollment at any time and to make unilateral amendments to correct grammar, organization and clerical errors. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted to the [ESBD](#). Applicant must check the [ESBD](#) frequently for changes and notices of matters affecting this open enrollment.

Applicant's failure to periodically check the ESBD will in no way release the Applicant from "addenda or additional information" resulting in additional costs to meet the requirements of the open enrollment.

All questions and comments regarding this open enrollment must be sent to the HHSC Point of Contact identified in subsection 1.2. Questions must reference the appropriate page and section number. HHSC's will post subsequent answers to questions to the ESBD as appropriate. HHSC reserves the right to amend answers prior to the open enrollment closing date.

Applicants should notify HHSC of any ambiguity, conflict, discrepancy, omission or other error in the open enrollment.

1.11. Delivery of Notices

Any notice required or permitted under this announcement by one party to the other party must be in writing and correspond with the contact information noted in subsection 1.2. of this open enrollment. At all times, Applicant will maintain and monitor at least one active email address for the receipt of Application-related communications from HHSC. It is the Applicant's responsibility to monitor this email address for Application-related information.

The remainder of this page is intentionally left blank.

2. SCOPE OF WORK

2.1. Project Scope

Activities under contracts resulting from this open enrollment must be directly related to support services that enhance services provided by an Applicant to a client under the HTW Fee-for-Service Program. Support services include, but are not limited to:

- (1) Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- (2) Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- (3) Staff development and training related to HTW Fee-for-Service Program service delivery; and
- (4) Client and community-based educational activities related to the HTW Program.

Applicants must provide the following program components in the provision of its identified support services: (1) Program Administration and Management; (2) Quality Assurance/Quality Improvement; (3) Professional Development; (4) Recruitment; and (5) Long-Acting Reversible Contraception Usage. Applicants must complete the Work Plan required on Form I and describe how it intends to meet each element of the required program components:

NOTE: A client will have an HTW identification number.

Program Component 1 - Program Administration and Management

Applicants must:

- A. Identify the services it proposes to provide;
- B. Identify the Priority Population to be served;
- C. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- D. Include a copy of the Institutional Review Board's approval if the applicant is currently conducting research on individuals who receive services through any HHSC-funded programs; and
- E. Provide an organizational Chart;
- F. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- G. Describe how it will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the entirety of the contract term.

Program Component 2 - Quality Assurance/Quality Improvement

Applicant must:

1. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
2. At a minimum, provide the following information:
 - a. Medical Director's involvement in the QA/QI activities;
 - b. Activities used to identify trends of needed improvement and the frequency of those activities;
 - c. Activities to ensure correction and follow-up to findings identified;
 - d. Use and frequency of client satisfaction surveys;
 - e. System used to identify, report, and monitor adverse outcomes; and
 - f. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Program Component 3 - Professional Development

Applicant must:

- A. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- B. Identify staff, including job titles that will attend HHSC required trainings.

NOTE: Contractor(s) may attend HHSC-required trainings in person or participate remotely. Trainings may include, but are not limited to, webinars, conference calls, and in person trainings.

Program Component 4 – Recruitment

Applicant must describe how it will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

Program Component 5 - Long-Acting Reversible Contraception (LARC) Usage:

Applicant must:

- A. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- B. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- C. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

For each Program Component, Applicant must propose on Form I at least one goal and corresponding objective to achieve the goal(s) including a description of the activities necessary to meet the goal. Additionally, Applicant must:

- a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period.
- b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
- c. Indicate the name or position of the person primarily responsible for ensuring the completion of each activity.
- d. Define the time frame for accomplishing each objective/activity.
- e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

2.2. Assessment Narrative

Applicant must perform an assessment of the community and Priority Population Applicant intends to serve. Applicant must identify the data sources, e.g. Census Data, used in completing this assessment and the date(s) the assessment(s) was conducted.

Applicant must complete the Assessment Narrative contained in Form J and provide a description of the community that will be served by the Applicant's provision of support services in the HTW Program. Applicant's assessment must provide information describing the:

- A. Geographic boundaries of the community (urban or rural, physical environment);
- B. General demographic data (age, gender, ethnicity, etc.);
- C. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.);
- D. General description of community-wide health status (e.g., key morbidity/mortality statistics); and
- E. Priority Population for Applicant's project, including:
 - 1. Geographic service area (See Form B);

NOTE: For a county to be considered a part of a clinic's designated service area: (1) there must be a clinic located in the county; or (2) at least five percent (5%) of the clinic population served in the previous 12-month period must have resided in the county.

2. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
 3. Priority Population health status (including population data related to health indicators, behavioral data, associated risk factors, and community opinion data); and
 4. Current population served (characteristics, population data, numbers of individuals currently served, types and numbers of services provided).
- F. Applicant must identify gaps in resources and potential barriers to improving health status in the community and how Applicant's support services will address these issues.

2.3. Clinic Site Readiness

Applicant must complete a Clinic Site Readiness (Form K) assessment for each clinic site that will provide HTW support services funded through this open enrollment.

The Clinic Site Readiness Assessment must address the following:

- A. Appropriate signage;
- B. Space for clinical and administrative functions;
- C. Secure storage of records and medical supplies;
- D. Disposal of medical waste;
- E. CLIA certification;
- F. Accessibility;
- G. Emergency policies;
- H. Interpreter policies;
- I. Compliance with ADA; and
- J. Financial management systems.

Applicant must also provide the requisite "Clinic Site Information" and "Clinic Hours and Services" information contained on Form K-1 for each clinic that will provide HTW services funded through this open enrollment.

2.4. Staff Development Plan

Applicant must conduct staff development activities to ensure staff has the knowledge, skills and abilities to provide HTW services and meet the required Program Components. Applicant must provide a comprehensive Staff Development Plan (see Form L), that addresses the following:

- A. Identification of personnel responsible for coordinating staff development activities including job titles and qualifications for each person identified;
- B. Identification of specific training for eligibility and billing staff;
- C. A description of how training needs assessments are conducted and how staff training activities are tied to quality management review findings; and
- D. A description of procedures and documentation for staff annual performance review. Applicant must specify how the staff development plan incorporates review outcomes to further develop knowledge, skills, and abilities to provide HTW services.

Applicant must also develop a "Staff Development Training Calendar" in accordance with the following requirements (see Form L-1):

- A. Training twice a year on current LARC practice guidelines. However, if specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from this training requirement for that specific LARC method;
- B. At least one training for frontline staff on HTW Program objectives, program eligibility, and HTW services to ensure clear communication to clients and presumptively eligible clients on Women's Health Services and Family Planning Services offered through the HTW Program; and
- C. Training twice a year to staff on HTW eligibility screening and HTW Program application procedures.

2.5. Community Education/Program Promotion Plan

Applicant must develop and implement an annual plan (Form M) to provide community education and program promotion to:

- A. Inform the public of its purpose and services;
- B. Enhance community understanding of its objectives;
- C. Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- D. Enlist community support; and
- E. Recruit potential clients for the HTW Program.

The plan must be based on an assessment of the needs of the community required in subsection 2.2, above.

The Community Education/Program Promotion Plan must be comprehensive and it must describe each of the following topics:

1. Applicant's HTW Program promotion/education/Outreach plan for the contract period; and
2. Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in its service area. Applicant must include a description of the Outreach plan detailing media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must provide a calendar of its community education/HTW Program promotion for the contract period. The calendar must include information regarding topics, presentation-dates, locations, and presenters.

2.6. Reporting Requirements

Contractors must adhere to the following reporting requirements to ensure contract obligations have been met. The reports will assist HHSC with tracking progress towards objectives; evaluating and validating performance; ensuring adherence to policy; and ensuring availability and access to services.

HHSC may review, approve, or require modifications to the reporting requirements at its discretion. The agreed upon format will be determined prior to submission of the required report. Contractors will be provided with reporting templates post-award.

Applicant must develop goals and objectives as required in Form I, "Work Plan." Selected contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis.

Program Component	Reporting Period	Reporting Due Date
1. Program Administration and Management Update	Annually	On or before September 30, 2017.
2. Quality Assurance/Quality Improvement	Annually	On or before September 30, 2017.
3. Professional Development	Annually	On or before September 30, 2017.
4. Recruitment	Annually	On or before September 30, 2017.
5. Long-Acting Reversible Contraception (LARC) Usage	Annually	On or before September 30, 2017.

Contractors will be required to report on Staff Development activities included in the Staff Development calendar on an annual basis. The information contained in these reports must,

at a minimum, include: topic, presenter (including credentials if applicable), dates, location, and the number of attendees.

Staff Development	Reporting Period	Reporting Due Date
Description of Staff Development Activities.	Annually	On or before September 30, 2017

Contractors will be required to report on community education and program promotion activities by providing a Community Education/Program Promotion calendar in accordance with requirements set forth in Form M, "Community Education/Program Promotion Plan. Selected contractors are required to report on activities included in their Community Education/HTW Program Promotion calendar on an annual basis. The information contained in these reports must, at a minimum, include: topics, presenter (including credentials if applicable), dates, location, and the number of attendees.

Community Education/Program Promotion	Reporting Period	Reporting Due Date
Description of Community Education/Program Promotion Activities.	Annually	On or before September 30, 2017

2.7. Budget Requirements and Monthly Cost Reimbursement Process

A. Projected Budget Requirements:

In accordance with the requirements contained in Forms F, F-1 through F-7, Applicant must develop a categorical budget, where costs may be allocated to any of the following categories the Applicant identifies during its budget development process:

1. Personnel
2. Fringe Benefits
3. Travel
4. Equipment
5. Supplies
6. Contractual
7. Other
8. Indirect Costs

NOTE: Indirect costs are costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses, such as salaries and expenses of executive officers; personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

The Applicant must base the budget and funding request on the Scope of Work.

Applicant must separately identify value-added benefits, cost-savings and cost-avoidance methods and measures, and the effect of such methods on the budget, requested funding, and Scope of Work.

B. Monthly Cost Reimbursement Process

HTW contractors will seek reimbursement for project costs by submitting monthly vouchers for expenses outlined in a categorical budget approved by HHSC as required for the cost reimbursement portion of the HTW Program.

HTW funds will be disbursed to contractors through a voucher system as expenses are incurred during the contract term.

Reimbursement must be requested by using a purchase voucher and providing supporting documentation. Vouchers and supporting documentation must be submitted monthly, within 30 days following the end of the month in which the costs were incurred.

Program income from the HTW Fee-for-Service Program claims payment must be expended before HTW cost reimbursement funds are requested through the voucher process. Contractors will be required to submit monthly vouchers even if program income equals or exceeds program expenses. When program expenses exceed program income, the monthly voucher will result in a payment up to the not-to-exceed amount of the contract.

2.8. Funding Request and Clients Served

On (Form H), an Applicant must estimate the projected amount of cost reimbursement funding needed, which must be based on the total cost of providing support services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service Program clients. Applicant must estimate the number of Unduplicated Clients that will be served during the term of the contract.

NOTE: Contractors who, at the time of contract commencement, are not yet enrolled as Texas Medicaid Providers for the HTW Program will be allowed to provide support services for clients and women deemed presumptively eligible for participation in the HTW Program. The services may only be provided in clinics that are assessed to be ready on Form K. All direct clinical services provided that qualify for payment under the HTW Fee-for-Service Program must, upon enrollment as a Texas Medicaid Provider, be charged to the HTW Fee-for-Service portion of the HTW Program prior to a contractor seeking reimbursement under the contract resulting from this procurement. In the event those services are not paid under the HTW Fee-for-Service portion of the HTW Program, a contractor may then submit those costs for reimbursement under the contract resulting from this procurement.

2.9. Service Delivery Area(s)

The geographic area to be served is statewide consisting of HHSC's Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11.

2.10. Goals and Performance Measures

Applicant must develop goals and objectives as required in Form I, "Work Plan." Contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis (See subsection 2.6. of this open enrollment).

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3. HISTORICAL UTILIZATION

3.1. Historical Utilization

- The table below is an estimate of the number of women at or below 200% of the Federal Poverty Level (FPL). It provides a rough estimate of the need for services statewide. For county level data, see Appendix E.

Region	Women Eligible for Family Planning Services	
	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

3.2. Method of Allocation

Total funding available under this solicitation is \$18,000,000.

Funding award decisions will be based on available funds, a regional assessment of women at or below 200 percent of the Federal Poverty Level (FPL), Applicant readiness, and proposed number of Clients to be served by the Applicant. HHSC will give Applicants that provide services in the identified underserved counties, priority in funding determinations. The underserved counties include: Bell, Cameron, Comal, Hays, Hidalgo, Hill, Lubbock, McLennan, Potter, Randall, Starr, Travis, Webb, Williamson, and Zapata.

Region	HTW Funding
Texas, all Regions	\$18,000,000
Region 1	\$598,665
Region 2	\$3,60,963
Region 3	\$4,426,189
Region 4	\$764,775
Region 5	\$530,255
Region 6	\$4,169,157

Region 7	\$1,964,974
Region 8	\$1,875,695
Region 9	\$370,578
Region 10	\$784,901
Region 11	\$2,153,847

NOTE: During the term of the contract(s) awarded as a result of this open enrollment, HHSC reserves the right to distribute or redistribute funds in any manner HHSC deems necessary.

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4. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

It is the policy of the Health and Human Services' (HHS) HUB Program Office to include the HUB Subcontracting Plan (HSP), when subcontracting opportunities are probable and a contract has an expected value of \$100,000 or more over and the HSP is applicable for the life of the contract including any subsequent amendments and renewals related to the original HSP.

In addition to, and in accordance with, Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, Rule §20.14, when the contractor is selected and decides to subcontract any part of the contract after the award, as a provision of the contract, the contractor must comply with the HSP provisions relating to developing and submitting a revised HSP before any modifications or performance in the awarded contract involving subcontracting can be authorized by the state agency.

HHSC has determined that subcontracting opportunities are probable for this Application. As a result, the Applicant must submit an HSP with its Application. The HSP is required whether an Applicant intends to subcontract or not.

In accordance with Texas Government Code §2161.252, an Application that does not contain a HUB Subcontracting Plan (HSP) is non-responsive and will be rejected without further review. In addition, **if HHSC determines that the HSP was not developed in good faith, it will reject the Application for failing to comply with material Application specifications.**

4.1. Introduction

The sole point of contact for HUB inquires:

**Texas Health and Human Services Commission
John Wesley Smith, HUB Coordinator
Phone: (512) 406-2536
E-mail: John.Wesley.Smith@hhsc.state.tx.us**

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a Policy on the Utilization of HUBs which is located on HHSC's website. Pursuant to Texas Government Code §2161.181 and §2161.182 and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

4.2. HHSC's Administrative Rules

HHSC has adopted the Comptroller of Public Accounts' (CPA) HUB rules as its own. HHSC's rules are located in the Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter G and the CPA rules are located in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between HHSC's administrative rules and this open enrollment, the rules shall take priority.

4.3. Statewide Annual HUB Utilization Goal

The CPA has established **statewide annual HUB utilization goals** for different categories of contracts in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.13 of the HUB rules. In order to meet or exceed the **statewide annual HUB utilization goals**, HHSC encourages Outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process. This procurement is classified as an **All Other Services** procurement under the CPA rule and therefore has a **statewide annual HUB utilization goal** of **26.0%** per fiscal year.

4.4. Required HUB Subcontracting Plan

In the HSP, an Applicant must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt an Applicant from completing the HSP requirement.

HHSC shall review the documentation submitted by the Applicant to determine if a good faith effort has been made in accordance with open enrollment and HSP requirements. During the good faith effort determination, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the Applicant's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

4.5. CPA Centralized Master Bidders List

Applicants may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at <http://www2.cpa.state.tx.us/cmbll/cmbllhub.html>. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

National Institute of Governmental Purchasing (NGIP) Class/Item Code(s):

- **924-16: Laboratory Testing Services**
- **918-88: Quality Assurance Services**
- **948-47: Care Center Services, Health**
- **948-48: Drug Monitoring Services, International; Ethics & Code of conduct, Medical, Euthanasia; Faith Healers**
- **948-55: Laboratory Services; Non-Physician**
- **948-74: Physician Professional Services**

- **952-62: Mental Health Services**
- **952-88: Teen Pregnancy Services**
- **952-42: Family Planning**

Applicants are not required to use, nor are they limited to using, the class and item codes identified above, and may identify other areas for subcontracting. However, the NIGP class/item codes are preferred with all Applications.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so Applicants are encouraged to refer to the CMBL often to find the most current listing of HUBs.

4.6. HUB Subcontracting Procedures – If an Applicant Intends to Subcontract

An HSP must demonstrate that the Applicant made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. An Applicant that intends to subcontract must complete the HSP to document its good faith efforts.

- Identify Subcontracting Areas and Divide Them into Reasonable Lots

An Applicant should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

- Notify Potential HUB Subcontractors

The HSP must demonstrate that the Applicant made a good faith effort to subcontract with HUBs. The Applicant's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The Applicant must determine which portions of work, including goods and services, will be subcontracted.

Select the appropriate method(s) to demonstrate good faith effort. The Applicant can use either method(s) 1, 2, 3, 4 or 5:

A. Method 1: Applicant Intends to Subcontract with only HUBs:

The Applicant must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; or

B. Method 2: Applicant Intends to Subcontract with HUB Protégé(s):

The Applicant must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC; and
- Identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by an Applicant (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When an Applicant intends to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; or

C. Method 3: Applicant Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this open enrollment. When utilizing this method, only HUB subcontractors that have existing contracts with the Applicant for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this open enrollment, Applicants may also use non-HUB subcontractors; or

D. Method 4: Applicant Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit documentation regarding both of the following requirements:

Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities the Applicant intends to subcontract. Applicants must give trade organizations and/or development centers at least seven (7) working days prior to submission of the Applicant's Application for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Minority and Women Organization Links.

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the Applicant intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting Applications and must include:

- a description of the scope of work to be subcontracted;
 - information regarding the location to review project plans or specifications;
 - information about bonding and insurance requirements;
 - required qualifications and other contract requirements; and
 - a description of how the subcontractor can contact the Applicant.
- Applicants must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the Applicant's Application unless circumstances require a different time period, which is determined by the agency and documented in the contract file.
- Applicants must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Applicants may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.
- Written Justification of the Selection Process

HHSC will make a determination if a good faith effort was made by the Applicant in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the Applicant's good faith efforts in developing and submission of the HSP. HHSC may require the Applicant to submit additional documentation explaining how the Applicant made a good faith effort in accordance with the open enrollment.

An Applicant must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the Applicant negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value applicant.

4.7. Method 5: Applicant Does Not Intend to Subcontract

When the Applicant plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The Applicant must complete the "Self-Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the Applicant must identify the sections of the Application that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The Applicant must agree to comply with the following if requested by HHSC:

- provide evidence of sufficient Applicant staffing to meet the Application requirements;
- provide monthly payroll records showing the Applicant staff fully dedicated to the contract;
- allow HHSC to conduct an on-site review of company headquarters or work site where services are to be performed; and
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

4.8. Post-award HSP Requirements

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful Applicant(s).

After contract award, HHSC will coordinate a post-award meeting with the successful Applicant to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP Prime Contractor Progress Assessment. This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties in the contract amend the contract to include a change to the scope of work or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4 of this open enrollment (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages Applicants to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the Applicant plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

5. INFORMATION AND SUBMISSION INSTRUCTIONS

5.1. HUB Vendor Teleconference

HHSC will hold a HUB vendor teleconference call on **June 2, 2016 at 9:00 A.M. (CST)** to **discuss HUB requirements and to review the HUB PowerPoint presentation posted as Package 2 on the Electronic State Business Daily (ESBD) and embedded below.** Please make a copy of the PowerPoint presentation for the teleconference call.

Teleconference information: **1-877-226-9790**, access code: **8802578#**. Vendor conference attendance is strongly recommended, but is not required.



HUB Vendor
Conference PowerPoint

5.2. Multiple Applications

An Applicant may only submit one Application as a prime contractor. If an Applicant submits more than one Application, HHSC may reject one or more of the submissions. This requirement does not limit a subcontractor's ability to collaborate with one or more Applicants submitting Applications.

5.3. Use of Subcontractors

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the Applicant. No subcontract under the contract shall relieve the Applicant of the responsibility for ensuring the requested services are provided. Applicants planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

5.4. Open Enrollment Cancellation/Partial Award/Non-Award

At its sole discretion, HHSC may cancel this open enrollment, make partial award, or no awards.

5.5. Right to Reject Applications or Portions of Applications

At its sole discretion, HHSC may reject any and all Applications or portions thereof.

5.6. Joint Applications

HHSC will not consider joint or collaborative Applications that require it to contract with more than one Applicant in a single contract.

5.7. Withdrawal of Applications

Applicants have the right to withdraw their Application from consideration at any time prior to contract award, by submitting a written request for withdrawal to the HHSC Point of Contact, as designated in subsection 1.2.

5.8. Costs Incurred

Applicants understand that issuance of this open enrollment in no way constitutes a commitment by the HHS agency to award a contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this open enrollment. The HHS agency is not liable for any costs incurred by an Applicant prior to issuance of, or entering into a formal agreement, contract, or purchase order. Costs of developing applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

5.9. Instructions for Submitting Applications

Applicant should submit the following:

Submit one (1) original and four (4) copies of the Application. An authorized representative must sign the original in ink. In addition, one (1) electronic copy of the entire Application on a USB flash drive compatible with Microsoft Office 2013. USB flash drives must contain all sections of the open enrollment along with the other required documents. The USB drives must be organized with files that correspond to Applicant's Original bound Application. USB should contain copies of all signature documents. The electronic copy must be organized with a file format that corresponds with *Section 5.7, Format and Content*, of the open enrollment. HHSC will not accept PDF format, telephone, or facsimile Applications. Any disparities between the contents of the original printed Application and the electronic Application will be interpreted in favor of HHSC.

Submission

Applicant must submit all copies of the Application to HHSC PCS Division no later than **5:00 PM (CST) on July 12, 2016**. All submissions will be date and time stamped when received by PCS. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the Applicant's responsibility to appropriately mark and deliver the Application to HHSC by the specified date.

Physical Address for hand delivery and overnight and commercial mail:

Health and Human Services Commission
Attn: Response Coordinator
Procurement and Contracting Services Building
1100 W. 49th St.
Mail Code: 2020
Austin, Texas 78756

All Applications become the property of HHSC after submission.

All Applications must be:

- A. clearly legible
- B. sequentially page-numbered and include the Applicant's name at the top of each page;
- C. organized in the sequence outlined in Section 3.8;
- D. bound in a notebook or cover;
- E. Correctly identified with the open enrollment number and submittal deadline;
- F. responsive to all Application requirements;
- G. Typed on 8 ½" by 11" paper;
- H. In Arial or Times New Roman font, size 12 for normal text, no less than size 10 for tables, graphs and appendices; and

NOTE: Applications may not include materials or pamphlets not specifically requested in this open enrollment.

5.10. Format and Content of Electronic or Paper Submission of Application

The Application should include the Applicant's Business Plan, which contains the following sections:

Section 1 – Executive Summary

Section 2 – Completed Forms A - M-1:

- Form A: Application Table of Contents and Checklist
- Form B: Texas Counties and Regions List Served By Project
- Form C: Contact Person Information
- Form D: DELETED
- Form E: DELETED
- Form F: Budget Summary & Details
- Form G: Applicant Background
- Form H: Funding Request and Performance Measures
- Form I: Work Plan
- Form J: Assessment Narrative
- Form K: Healthy Texas Women Clinic Site Readiness
- Form K-1: Healthy Texas Women Clinic Sites
- Form L: Staff Development Plan
- Form L-1: Staff Development Training Calendar
- Form M: Community Education/Program Promotion Plan
- Form M-1: Community Education/Program Promotion Calendar

5.10.1 Section 1 -- Executive Summary

In this section, condense and highlight the content of the Business Plan to provide HHSC with a broad understanding of the Applicant's approach to meeting the open enrollment's business requirements. The summary must demonstrate an understanding of HHSC's goals and objectives for this procurement.

A. Financial Capacity

Applicants are not required to submit evidence of financial capacity with their Applications. HHSC reserves the right to request such information at a later date.

B. Corporate Guarantee

If the Applicant is substantially or wholly owned by another corporate (or other) entity, HHSC reserves the right to request that such entity unconditionally guarantee performance by the Applicant in each and every term, covenant, and condition of the contract as executed by the parties.

C. Bonding

HHSC reserves the right to require the Applicant to procure one or more performance, fidelity, payment or other bond, if during the term of the contract; HHSC in its sole discretion determines that there is a business need for such requirement.

5.10.2 Section 2 - Completed Forms A - M-1

Applicants that meet the Initial Compliance Screening requirements must provide the requested information for each form required in this section as it pertains to the support services and program components for the HTW Program being procured in this open enrollment prior to receiving a contract.

5.10.3 Section 3 - HUB Subcontracting Plan

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the open enrollment, in a separate sealed envelope, with the Application, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with the HSP.

NOTE: Each individual document requested must be collated; in sequential order; labeled; and submitted as delineated above.

5.10.4. Section 4 - Certifications and Other Required Forms

Applicants must complete and sign the forms listed below prior to receiving a contract resulting from this open enrollment:

- Child Support Certification;

- Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;
- Required Certifications;
- Federal Lobbying Certification;
- Anti-Trust Certification;
- Respondent Information and Disclosures; and
- Information Security and Privacy Initial Inquiry (SPI)
http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf

The required forms are also located on HHSC's website, under the HHSC Business Opportunities Webpage. The SPI can be found at:
http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf. HHSC encourages Applicants to carefully review all of these forms and submit questions regarding their completion prior to the deadline for submitting.

The remainder of this page is intentionally left blank.

6. ELIGIBILITY DETERMINATION

6.1. Initial Compliance Screening

HHSC will perform an initial screening of all Applications received.

If the Application passes the initial screening, the Applicant will be contacted for further instructions or actions.

6.2. Unresponsive Applications

Unless Applicant has taken action to withdraw the Application for this open enrollment, an Application will be considered unresponsive and will not be considered further when any of the following conditions occurs:

6.2.1 The Applicant fails to meet major open enrollment specifications, including:

- A. The Applicant fails to submit the required Application by the closing of the open enrollment period provided in subsection 1.3. of this open enrollment.
- B. The Applicant is not eligible under subsection 1.5. of this open enrollment.

6.2.2 The Application is not signed.

6.3. Corrections to Application

Applicants have the right to amend their Application at any time prior to an unresponsive decision or contract award decision by submitting a written amendment to the HHSC Point of Contact, as designated in subsection 1.2. HHSC may request modifications to the Application at any time.

6.4. Additional Information

By submitting an Application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant's, its directors', officers', and employees:

- Past business history, practices, and conduct;
- Ability to supply the goods and services; and
- Ability to comply with contract requirements.

By submitting an Application, an Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in screening or the validation of information on Applications or supporting documentation.

7. GLOSSARY AND ACRONYMS

TERM	DEFINITION
Affiliate	An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates a common ownership, management, control, franchise, or the granting or extension of a license or other agreement that authorizes the entity to use the other entity's brand name, trademark, service mark, or other registered identification mark.
Applicant	Any individual or entity that submits an application for enrollment pursuant to this open enrollment.
Application	An Application submitted by an Applicant in response to this open enrollment.
Department of State Health Services (DSHS)	The agency responsible for administering physical and mental health-related prevention, treatment, and regulatory programs for the State of Texas.
Elective Abortion	The intentional termination of a pregnancy by an attending physician who knows that the female is pregnant, using any means that is reasonably likely to cause the death of the fetus. The term does not include the use of any such means to terminate a pregnancy that resulted from an act of rape or incest; in a case in which a female suffers from a physical disorder, physical disability, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy, that would, as certified by a physician, place the female in danger of death or risk of substantial impairment of a major bodily function unless an abortion is performed; or in a case in which a fetus has a life-threatening physical condition that, in reasonable medical judgment, regardless of the provision of life-saving treatment, is incompatible with life outside the womb.
Expanded Primary Health Care program (EPHC)	A state-funded health care program that provides primary, preventive, and screening services to women age 18 and older, who are at or below 200 percent of the Federal Poverty Level and are unable to access the same care through other programs.

TERM	DEFINITION
Federal Poverty Level (FPL)	The set minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to household size. The number is adjusted for inflation and reported annually in the form of poverty guidelines.
Family Planning Services	Educational or comprehensive medical activities that enable individuals to determine freely the number and spacing of their children and to select the means by which this may be achieved. These services include contraceptive services, pregnancy testing and counseling, health screenings, preconception health screenings for obesity, smoking, and mental health, and sexually transmitted infection services and screenings.
Indirect Costs	Costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.
Health Service Region (HSR)	Counties grouped within specified geographic areas for administrative purposes.
Healthy Texas Women Program (HTW Program)	A state-funded program administered by HHSC to provide eligible Uninsured women with Women's Health Services and Family Planning Services.
Healthy Texas Women Fee-for-Service (HTW Fee-for-Service Program)	Women's Health Services and Family Planning Services provided through the HTW Program on a fee-for-service basis through the TMHP system.
In-reach	Activities that are conducted with the purpose of informing and educating women already served by an Applicant's organization about services they are not receiving, but may be eligible to receive in the HTW Program.
Medicaid	Title XIX of the Social Security Act; reimburses for health care services delivered to low-income individuals who meet eligibility guidelines.

TERM	DEFINITION
Outreach	Activities that are conducted with the purpose of informing and educating the community about available HTW Program services and increasing the number of clients served through the HTW Program.
Priority Population	The target population to be served through the HTW Program.
Promote	Advancing, advocating, or popularizing Elective Abortions.
State Fiscal Year	The twelve-month period beginning September 1st and ending August 31st.
Texas Medicaid & Healthcare Partnership (TMHP)	The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.
Texas Women's Health Program (TWHP)	TWHP is the current state-funded program administered by HHSC to provide eligible Uninsured women with women's health and Family Planning Services that is being replaced with the HTW Program.
Unduplicated Client	An HTW Fee-for-Service Program client who is counted only one time during a State Fiscal Year, regardless of the number of visits, encounters, or services they receive in the HTW Program (e.g., one client seen four times during the State Fiscal Year is counted as one Unduplicated Client).
Uninsured	Not having medical insurance or not enrolled in a medical assistance program, such as Medicaid.
Women's Health Services	Preventative health services that are beneficial to a woman's reproductive health including, but not limited to, vaccines and immunizations, breast cancer screening, cervical cancer screening and treatment, and gynecological services including cancer screening or repair of abnormalities.

PROGRAMMATIC ACRONYMS	
EPHC	Expanded Primary Health Care
FFS	Fee for Service
FPL	Federal Poverty Level
HSR	Health Service Region
HTW	Healthy Texas Women
PCCM	Primary Care Case Management
QA	Quality Assurance
QI	Quality Improvement
TMHP	Texas Medicaid & Healthcare Partnership
TWHP	Texas Women's Health Program

The remainder of this page is intentionally left blank.

PROGRAM FORMS

FORM A: APPLICATION TABLE OF CONTENTS AND CHECKLIST

Legal Business Name
of Applicant: _____

This form is provided as your Table of Contents and to ensure the Application is complete, proper signatures are included, and the required certifications, and attachments have been submitted. Document the page number where indicated on the checklist if Applicant is submitting a paper copy of the Application.

PROGRAM FORMS	DESCRIPTION	Included	Page #
A	Application Table and Contents and Checklist	<input type="checkbox"/>	
B	Texas Counties and Regions List Served by Project	<input type="checkbox"/>	
C	Contact Person Information	<input type="checkbox"/>	
D	DELETED	<input type="checkbox"/>	
E	DELETED	<input type="checkbox"/>	
F	Budget Summary and Details	<input type="checkbox"/>	
G	Applicant Background	<input type="checkbox"/>	
H	Funding Request and Performance Measures	<input type="checkbox"/>	
I	Work Plan	<input type="checkbox"/>	
J	Assessment Narrative	<input type="checkbox"/>	
K	Healthy Texas Women Clinic Site Readiness	<input type="checkbox"/>	
K-1	Healthy Texas Women Clinic Sites	<input type="checkbox"/>	
	*Include submission date for Medicaid application if Applicant is in the process of enrolling in Medicaid	<input type="checkbox"/>	
L	Staff Development Plan	<input type="checkbox"/>	
L-1	Staff Development Training Calendar	<input type="checkbox"/>	
M	Community Education/Program Promotion Plan	<input type="checkbox"/>	
M-1	Community Education/Program Promotion Calendar"	<input type="checkbox"/>	
	Contracting Forms: <u>HHSC Business Opportunities Webpage</u> <ul style="list-style-type: none"> • <u>Child Support Certification;</u> • <u>Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;</u> • <u>Required Certifications;</u> • <u>Federal Lobbying Certification;</u> • <u>Anti-Trust Certification;</u> • <u>Respondent Information and Disclosures; and</u> • <u>Information Security and Privacy Initial Inquiry (SPI)</u> http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf	<input type="checkbox"/>	

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REQUIRED FORM	DESCRIPTION	Included	Page #
1	HUB Subcontracting Plan (HSP) HUB Subcontracting Plan (HSP)	<input type="checkbox"/>	

FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Applicant must identify the counties in which it intends to provide the services required under this open enrollment by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R
-A-			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	-D-			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
-B-			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	-I-			Montague	<input type="checkbox"/>	02	-T-		
Bee	<input type="checkbox"/>	11	-E-			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	-J-			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	-N-			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input type="checkbox"/>	06	-F-			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	-O-			-U-		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	-K-			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	-P-			-V-		
-C-			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	-G-			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	-W-		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	-L-			-R-			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	-H-			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	-Y-		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	-S-			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	-Z-		
Coryell	<input type="checkbox"/>	07	Harris	<input type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	-M-			San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			

FORM C: CONTACT PERSON INFORMATION

Legal Business Name
of Applicant: _____

1. This form provides information about the appropriate contacts in the Applicant's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

Contacts

Billing Contact	Executive Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Financial Director	Medical Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Primary Program Contact	Quality Assurance Contact
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS

Form F: Budget Summary and Forms F-1 through F-7: Budget Details

Applicant must complete each of the required budget forms. The forms are posted as a separate Excel file on the Electronic State Business Daily (ESBD) for downloading and completion. Basic instructions for completing these forms are included with the Excel file. Additional information is provided below to further assist Applicant in developing its projected budget.

NOTE: When completing each category worksheet, ALL allowable direct costs—costs associated with running both components of the HTW Program—must be entered, i.e. these costs must also include the cost of providing services to clients served through HTW Fee-for-Service Program.

Indirect costs— must not exceed 20% of the total budget for both components of the HTW Program.

To assist in estimating the amount of income generated through the HTW Fee-for-Service program, Applicants should consult the proposed HTW Fee-for-Service benefits package contained in [Appendix A](#).

Contractors are required to participate in all HHSC required HTW Program trainings. The contractor may attend in person or participate remotely. In the event the contractor would like to attend physically, they may include associated travel in their budget requests. HTW Program trainings may include webinars, conference calls, and in-person trainings.

Form F: Budget Summary Worksheet

Column 1: Totals will be filled using budget category detail forms (individual worksheets contained in budget spreadsheet). This must include all allowable direct costs—the costs associated with running both components of the HTW Program.

Column 2: Enter the amount of cost reimbursement funds requested through this open enrollment for the provision of support services provided to clients served in the HTW Fee-for-Service Program.

Column 3: Enter the amount of projected HTW Fee-for-Service reimbursement to be received as a result of the provision of client services under the HTW Fee-for-Service Program component of the HTW Program.

FORM G: APPLICANT BACKGROUND GUIDELINES

**Legal Business Name
of Applicant:** _____

1. Provide a one-page executive summary describing the Applicant's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the Applicant.
2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the Applicant's organization.
3. Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.
4. Describe Applicant's experience, knowledge, and expertise in providing Women's Health Services and Healthy Texas Women Services. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).
5. Describe Applicant's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by Applicant (maximum of 4 pages).
6. Subcontracting Background- Describe the following if Applicant plans to have subcontract any of the intended services:
 - A. Experience subcontracting with other organizations/providers;
 - B. Experience developing subcontracts and subcontract negotiations;
 - C. Experience performing program monitoring of subcontractors, including monitoring of professional and clinical services;
 - D. Experience providing technical assistance to subcontractors, including budget development and management;
 - E. Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required;
 - F. Staff position(s) that are anticipated for monitoring professional and clinical subcontractors and the required qualifications for each position;
 - G. Policies and procedures Applicant has for monitoring subcontractors that provide direct client services; and
 - H. Staff position(s) that are anticipated for providing training and technical assistance to subcontractors on data collection and submission, and data quality improvement.

FORM G: APPLICANT BACKGROUND

**Legal Business Name of
Applicant:** _____

1. Applicant must provide a narrative description of its organization, staff, systems and oversight structure.
 2. Reference the instructions on Form G – Applicant Background Guidelines.
 3. Applicant's response must not exceed 18 pages.
-

FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of
Applicant:

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$
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Clients Served:

The number of clients an Applicant intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the Applicant's effectiveness in providing the identified support services under the contract resulting from this open enrollment.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the Applicant intends to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients Applicant intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Projected Number of Clinical Clients to be Served:	
----------------------------------------------------	--

FORM I: WORK PLAN GUIDELINES

1. Use up to 4 pages for each program component for a maximum of 20 pages.
2. Required attachments are not counted in the page maximum.
3. In accordance with Section 2.1 of the open enrollment, Applicant must address the following Program Components and include a response to the identified topic areas:

Program Administration and Management:

- a. Identify the services Applicant intends to provide;
- b. Identify the Priority Population to be served;
- c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- d. Include a copy of the Institutional Review Board's approval if the Applicant is currently conducting research on individuals who receive services through any HHSC-funded programs;
- e. Provide an organizational Chart
- f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- g. Describe how Applicant will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.

Quality Assurance/Quality Improvement:

- a. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
- b. At a minimum, provide the following information:
 - 1) Medical Director's involvement in the QA/QI activities;
 - 2) Activities used to identify trends of needed improvement and the frequency of those activities;
 - 3) Activities to ensure correction and follow-up to findings identified;
 - 4) Use and frequency of client satisfaction surveys;
 - 5) System used to identify, report, and monitor adverse outcomes; and
 - 6) Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Professional Development:

- a. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- b. Identify staff, including job titles that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.

Recruitment:

Describe how Applicant will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the identified target service area(s) identified in Form B.

Long-Acting Reversible Contraception (LARC) Usage:

- a. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- b. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- c. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

4. For each program component, Applicant must develop at least one goal and corresponding objective to achieve the goal(s) including describing the associated activities for meeting the goal. Applicant must:
 - a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period;
 - b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
 - c. Indicate the name or position of the person primarily responsible for ensuring completion of each activity;
 - d. Define the time frame for accomplishing each objective/activity.
 - e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

FORM I: WORK PLAN

**Legal Business Name
of Applicant:**

1. Reference the instructions on Form I - Work Plan Guidelines.
2. Applicant must not exceed 4 pages per program component, for a total of 20 pages.

FORM I: WORK PLAN

**Program Component A
Program Administration and Management**

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN

Program Component B Quality Assurance/Quality Improvement

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN
Program Component C
Professional Development

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN

**Program Component D
Recruitment**

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN

Program Component E LARC Usage

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM J: ASSESSMENT NARRATIVE GUIDELINES

Part A

Complete table to show assessment data sources and dates of assessments used.

Part B

Specifically address each of the assessment activities listed below associated with the support services the Applicant intends to provide. The required assessment items must include:

1. A description of the community that will be served by the Applicant's identified support services. This description must include:
 - a. Geographic boundaries (urban or rural, physical environment);
 - b. General demographic data (age, gender, ethnicity, etc.);
 - c. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.); and
 - d. General description of community-wide health status (e.g., key morbidity/mortality statistics).
2. A description of the Priority Population including:
 - e. Geographic service area (Form B);
 - f. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
 - g. Priority Population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
 - h. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).
3. Identification of the gaps in resources and potential barriers to improving health status in the community served and how Applicant's identified support services will address these issues.

FORM J: ASSESSMENT NARRATIVE

Legal Business Name
of Applicant: _____

Complete the Table under Part A, and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE GUIDELINES). Please keep responses to a maximum of three (3) pages including this page and two more.

Part A

Multiple data sources and assessments exist for many communities. Applicant is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

Source of Assessment Data	Date of Each Assessment Source

Part B

(See ASSESSMENT NARRATIVE GUIDELINES).

FORM K

CLINIC SITE READINESS - INSTRUCTIONS

1. Complete the Clinic Site Readiness Form per instructions below.
2. Complete one form for every clinic site that will provide HTW support services funded through this open enrollment.

CLINIC SITE READINESS INFORMATION:	
Appropriate signage to identify funded entity.	Check that clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check that clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if Applicant operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate emergency policies/procedures and supplies as applicable?	Check if clinic sites have appropriate emergency policies/procedures and supplies necessary to provide services to the extent applicable for the setting and training, experience and competence of clinic staff. (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Financial management systems including secure data storage	Check if clinic sites have financial management systems including secure data storage. (Yes/No).

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name
of Applicant: _____

Clinic Site # _____ of _____

Appropriate signage to identify funded entity?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES INSTRUCTIONS

Complete a separate clinic form for each clinic site that will provide HTW services funded through this open enrollment.

Each clinic form must contain current and accurate information.

HEADER INFORMATION:	
Legal Name of Applicant	Applicant's legal name.
Clinic Site # ____ of ____	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
CLINIC SITE INFORMATION:	
Clinic Name	State the name of the clinic.
Street Address	Physical address of clinic. (Do Not Enter a P.O. Box)
Suite	Indicate clinic suite number, if applicable.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Clinic APPOINTMENT Phone #	Phone number to make an appointment at clinic.
Clinic PRIMARY Phone #	Primary phone number for the clinic site.
Fax	Fax number for the clinic.
Service Area	List counties served by the identified clinic site, NOT all counties served by the whole project. For a county to be considered part of a clinic's designated service area: (1) There must be a clinic located in the county; or (2) Five percent of the clinic population served in the previous 12 month period must have resided in the county. NOTE: Total counties served by all clinics must match the counties marked by Applicant on Form B: Texas Counties and Regions.
Contact Person	Name of contact person for that clinic site.
Pharmacy License #	Current pharmacy license number for the clinic.
Class	Indicate class of pharmacy license (e.g., class D, A, etc.)
TPI#	Texas Provider Identifier # for the clinic, or date application submitted. Enter the TPI# that the clinic will use to bill TMHP for HTW services.
NPI#	National Provider Identifier # for the clinic, or date application submitted.
Subcontractor Site	Indicate whether or not the clinic site is a subcontractor site.
Mobile Site	Indicate whether or not the clinic site is a mobile site.
CLINIC HOURS AND SERVICES:	
Hours of Operation	List the operating hours of the clinic site for each day of the week by morning (e.g., 8am – 12pm), afternoon (12pm – 5pm), and evening hours (after 5pm). Indicate days of the week when the clinic is closed (e.g., Tuesday – closed).
Total Hours/Month	List the total number of hours of operation per month for the clinic site.

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of
Applicant: _____

Clinic Site # _____ of _____

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this open enrollment.

All information must be accurate.*

Clinic Name:			
Street Address:		Suite :	
City:	County:	Zip Code:	HSR:
Clinic APPOINTMENT Phone #:			
Clinic PRIMARY Phone #:		Fax:	
Service Area (counties to be served):			
Contact Person:			
Pharmacy License #:		Class:	
TPI#:		NPI#:	
Submission date of Medicaid Application:			
Subcontractor Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mobile Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

FORM L: STAFF DEVELOPMENT PLAN

**Legal Business Name
of Applicant:** _____

All Applicants must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.

2. Identify specific training that will be used for eligibility and billing staff.

3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.

4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

NOTE: If specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from the training requirements for that specific LARC method.

[illegible]

FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

Legal Business Name
of Applicant: _____

Applicant **must** develop and implement an annual plan to provide community education and program promotion to:

- Inform the public of its purpose and services;
- Enhance community understanding of its objectives;
- Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- Enlist community support; and
- Recruit potential clients for the HTW Program.

The plan must be based on the assessment of the needs of the community required in Section 2.2. of this open enrollment.

The Community Education/Program Promotion Plan must:

1. Describe Applicant's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.
2. Describe Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the identified service area. Applicant must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must also attach a calendar of the proposed community education/HTW Program promotion for the contract period (July 1, 2016 through August 31, 2017). Applicant's calendar must include the following information: topics, presentation-dates, locations, and presenters. Applicant should label the attachment "**Form M-1: Community Education/Program Promotion Calendar**".

APPENDICIES

**Appendix A: HHSC Healthy Texas Women Program Reimbursable
Procedure Codes**

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Anesthesia for sterilization		
	00851	
Surgery - Integumentary system		
	11976	150.00
	11981	103.45
	11982	117.08
	11983	163.06
Surgery - Female genital system		
	57170	22.05
	58300	69.00
	58301	76.72
	58340	88.75
	58565	442.57
	58600	292.70
	58611	61.75
	58615	195.67
	58670	282.81
	58671	283.08
Radiology - Diagnostic imaging		
	73060	28.06
	74000	20.80
	74010	32.39
	74740	66.83
Radiology - Diagnostic ultrasound		
	76830	96.28
	76856	96.28
	76857	50.79
	76881	96.28
	76882	30.35
	76998	137.65
Pathology & Lab - Organ or disease oriented panels		
	80061	18.83
Pathology & Lab - Drug testing		
	80300	12.36
	80301	12.36
Pathology & Lab - Urinalysis		
	81000	4.45
	81001	4.45
	81002	3.60
	81003	3.16
	81005	3.05
	81015	4.28
	81025	8.90

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates

Pathology & Lab - Chemistry		
	82947	5.52
	82948	4.45
	84443	23.63
	84702	2.29
	84703	10.57
Pathology & Lab - Hematology and coagulation		
	85013	3.34
	85014	3.34
	85018	3.34
	85025	10.93
	85027	9.10
Pathology & Lab - Immunology		
	86318	18.21
	86580	
	86592	6.00
	86689	27.22
	86695	18.55
	86696	27.22
	86701	12.49
	86702	14.85
	86703	19.28
	86762	20.23
	86803	20.07
Pathology & Lab - Transfusion medicine		
	86900	4.20
	86901	4.20
Pathology & Lab - Microbiology		
	87070	12.11
	87086	11.36
	87088	11.39
	87102	11.81
	87110	27.55
	87205	6.00
	87210	6.00
	87220	6.00
	87252	36.66
	87389	33.86
	87480	28.20
	87490	28.20
	87491	49.35
	87510	28.20
	87535	49.35
	87590	28.20
	87591	49.35
	87624	47.87

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	87625	49.47
	87660	28.20

	87797	28.20
	87800	56.41
	87801	98.70
	87810	16.86
	87850	16.86
Pathology & Lab - Cytopathology		
	88150	14.86
	88164	14.86
	88175	37.25
Medicine - Immunization administration		
	90460	8.00
	90471	7.84
Medicine - Vaccines/toxoids		
	90649	158.07
	90650	138.14
	90651	175.03
Medicine - Hydration, diagnostic injections/infusions, chemo		
	96372	18.98
Medical nutrition therapy		
	97802	26.73
	97803	22.99
	97804	12.03
Medicine - Special services, procedures, and reports		
	99000	9.30
	99078	29.40
Behavioral change interventions, individual		
	99406	11.18
	99407	21.82
HCPCS A Codes - Supplies		
	A4261	50.84
	A4264	1560.00
	A4266	34.11
	A4267	0.54
	A4268	2.83
	A4269	12.26
	A9150	14.00
HCPCS H Codes - Rehabilitative services		
	H1010	12.30

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
HCPCS J Codes - Drugs other than oral		
	J0696	0.68
	J1050	64.98
	J3490	5.01
	J7297	671.25
	J7298	826.72
	J7300	753.78
	J7301	663.32
	J7303	93.53

	J7304	37.48
	J7307	672.61
HCPSC S Codes - Private payer codes		
	S4993	19.42
	S5000	5.90
Office or Other Outpatient Services		
	99201	26.04
	99202	41.09
	99203	55.52
	99204	81.24
	99205	101.00
	99211	13.49
	99212	22.59
	99213	33.95
	99214	47.68
	99215	73.40
Evaluation and Management		
	99241	39.66
	99242	62.10
	99243	80.23
	99244	112.50
Preventive Medicine		
	99384	93.40
	99385	78.85
	99386	92.22
	99394	85.93
	99395	68.43
	99396	74.84

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Breast Cancer Screening and Diagnostics		
Anesthesia		
	00400	
Surgery - General		
	10022	90.21
Surgery - Integumentary system		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23

	19284	152.63
	19285	352.31
	19286	295.37
Radiology - Diagnostic imaging		
	71010	22.05
	71020	28.74
	76098	17.04
Radiology - Diagnostic ultrasound		
	76641	91.69
	76642	84.20
	76942	163.86
Radiology - Breast mammography		
	77051	8.02
	77052	8.02
	77053	54.80
	77055	70.03
	77056	90.09
	77057	64.15
	77058	495.58
	77059	491.84
Pathology & Lab - Organ or disease oriented panels		
	80048	11.89
	80053	14.85
Pathology & Lab - Hematology and coagulation		
	85730	8.44
Pathology & Lab - Surgical pathology		
	88305	54.53

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	88307	229.35
Medicine - Cardiovascular		
	93000	12.83
Cervical Cancer Screening and Diagnostics		
Anesthesia		
	00940	18.42
Surgery - Female genital system		
	57452	67.37
	57454	100.65
	57455	82.10
	57456	76.65
	57460	120.83
	57461	139.93
	57500	55.10
	57505	66.55
	57520	199.66
	57522	178.11
	58110	30.82
Radiology - Diagnostic imaging		
	71010	18.71
	71020	24.32

Pathology & Lab - Organ or disease oriented panels		
	80048	11.89
	80053	14.85
Pathology & Lab - Hematology and coagulation		
	85730	8.44
Pathology & Lab - Cytopathology		
	88141	24.06
	88142	28.49
	88143	28.49
	88173	
	88174	30.05
Pathology & Lab - Surgical pathology		
	88305	54.53
	88307	229.35
Medicine - Cardiovascular		
	93000	12.83
Medicine - Psychiatry		
	90791	113.91
	90792	113.91
Problem-Focused Gynecological Services		
Surgery - Female genital system		
	56405	78.28
	56420	66.56
	56501	81.53
	56515	142.21

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	56605	43.84
	56606	21.65
	56820	61.48
	57023	225.07
	57061	69.50
	57100	47.58
	57421	89.01
	57511	94.63
	58100	63.35

Other Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Laboratory Services		
Radiology - Diagnostic ultrasound		
	76700	96.28
	76705	96.28
	76770	96.28
Pathology & Lab - Organ or disease oriented panels		
	80050	42.09
	80051	9.87
	80053	14.85
	80069	12.21

	80074	66.99
	80076	11.48
Pathology & Lab - Chemistry		
	82270	4.58
	82465	6.12
	82950	6.68
	83020	18.10
	83021	25.40
	83036	13.65
	84450	6.55
	84460	6.71
	84478	8.08
	84479	8.19
Pathology & Lab - Hematology and coagulation		
	85007	4.48
	85610	4.98
	85660	7.75
	85730	7.60
Pathology & Lab - Immunology		
	86631	10.35
	86677	10.35
	86704	16.95
	86706	15.11
	86780	12.30
Pathology & Lab - Transfusion medicine		
	86885	8.05
Pathology & Lab - Microbiology		
	87270	16.86
	87512	35.91
	87529	49.35
	87530	39.90
	87661	49.35
Pathology & Lab - Cytopathology		
	88155	8.42
	88160	50.25
	88161	45.44
	88165	14.86
	88167	14.86
	88172	42.50
Pathology & Lab - Pulmonary		
	94760	2.41
HCPJCS J Codes - Drugs other than oral		
	J0558	3.94
	J0561	4.96
	J0690	0.68
	J2010	7.17

Immunizations and Vaccinations		
Procedure Groupings	Procedure Codes	Reimbursement Rates
Medicine - Immunization administration		

	90460	8.00
	90471	7.84
	90472	7.84
Medicine - Vaccines/toxoids		
	90632	45.54
	90633	30.73
	90636	99.08
	90654	17.82
	90656	13.28
	90660	22.10
	90670	145.05
	90673	35.04
	90703	35.54
	90707	63.94
	90710	180.40
	90714	19.32
	90715	32.46
	90716	113.28
	90732	73.34
	90733	132.15
	90734	121.15
	90736	196.04
	90743	22.82
	90744	22.82
	90746	56.25

Appendix B: HHSC Uniform Terms and Conditions Version 2.12



Grantee UTC
VERSION 2.12 -- HTV

Note: Appendix B not numbered
in accordance with
Open Enrollment

HHSC Uniform Terms and Conditions Version 2.12
Published and Effective: November 30, 2015
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Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.12

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
- j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Appendix C: HHSC Special Conditions Version 1.0



HHSC Special
Conditions 1.0.pdf

Note: Appendix C not
numbered in accordance
with Open Enrollment



Health and Human Services Commission
Special Conditions
Version 1.0

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

“Conflict of Interest” means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

“Contractor Agents” means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

“Custom Software” means Software developed as a Deliverable or in connection with the Agreement.

“Data Use Agreement” means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

“Federal Financial Participation” is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

“Item of Noncompliance” means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

“Minor Administrative Change” refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

“Other Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

“Outside the United States” means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

“Software” means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

“State” means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

“Third Party Software” refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

“Turnover” means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

“Turnover Plan” means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

“VUTC” means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

“WSD” means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. GENERAL PROVISIONS

2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract;
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 Delegation of Authority

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 Other System Agencies Participation in the Contract

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 Most Favored Customer

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

2.06 Assumption After Assignment

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 Cooperation with HHSC Vendors

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 Renegotiation and Reprocurement Rights

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 Solicitation Errors

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES

3.01 Authority

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 Prohibition

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 Exception

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 Remedy

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

4.01 Qualifications

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 Conduct and Removal

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 No Authority

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 E-Verify

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 Subcontractors Not Identified in the Solicitation Response

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. PERFORMANCE

5.01 Measurement

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. AMENDMENTS AND MODIFICATIONS

6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. AUDITS AND RECORDS

7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 Access and Accommodation

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response to Audits or Inspection Findings

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. PAYMENT

8.01 Duty to Make Payment

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

ARTICLE IX. CONFIDENTIALITY

9.01 Requests for Public Information

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 Consultant Disclosure

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 Other Confidential Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES

AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. DISPUTES AND REMEDIES

10.01 Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 Equitable Remedies

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 Continuing Duty to Perform

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. DAMAGES

11.01 Availability and Assessment

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 Specific Items of Liability

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

ARTICLE XII. TURNOVER

12.01 Turnover Plan

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 Turnover Assistance

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

14.02 Continuing Duty to Disclose

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 Conflicts of Interest

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 Flow Down Provisions

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 Recruitment Prohibition

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 Manufacturer's Warranties

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

14.07 Cooperation with HHSC Designees

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 Notice of Litigation or Contract Action

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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Appendix D: Healthy Texas Women Certification

**Legal Business Name
of Applicant:** _____

This certification pertains to the following billing or performing provider:

Provider Name _____
Federal Tax ID Number _____ NPI
Number _____

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address _____
Street Address City/State/Zip Code _____
Telephone Number _____

Provider's primary physical address:

Street Address _____
Street Address City/State/Zip Code _____
Telephone Number _____

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is _____. I am the provider or, if the provider is an organization, I am the provider's (title or position) _____. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
☐ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
☐ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
☐ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
 - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☐ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
☐ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification _____ through 12/31/ _____

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Appendix E: Women at or Below 200% FPL

Women At or Below 200 % FPL - From Census Small Area Health Insurance Estimates 2013

Texas

	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 1**

COUNTY	Women at or Below 200 % FPL	% by County
ARMSTRONG	266	0.2%
BAILEY	1,696	1.1%
BRISCOE	290	0.2%
CARSON	655	0.4%
CASTRO	1,885	1.2%
CHILDRESS	1,103	0.7%
COCHRAN	709	0.4%
COLLINGSWORTH	662	0.4%
CROSBY	1,414	0.9%
DALLAM	1,564	1.0%
DEAF SMITH	3,028	1.9%
DICKENS	370	0.2%
DONLEY	657	0.4%
FLOYD	1,261	0.8%
GARZA	799	0.5%
GRAY	3,540	2.2%
HALE	7,759	4.9%
HALL	747	0.5%
HANSFORD	872	0.5%
HARTLEY	539	0.3%
HEMPHILL	493	0.3%
HOCKLEY	4,044	2.5%
HUTCHINSON	3,680	2.3%
KING	51	0.0%
LAMB	3,078	1.9%
LIPSCOMB	514	0.3%
LUBBOCK	56,404	35.3%
LYNN	1,077	0.7%
MOORE	4,633	2.9%
MOTLEY	211	0.1%
OCHILTREE	1,687	1.1%
OLDHAM	325	0.2%
PARMER	2,109	1.3%
POTTER	28,121	17.6%
RANDALL	16,350	10.2%
ROBERTS	84	0.1%
SHERMAN	566	0.4%
SWISHER	1,567	1.0%
TERRY	2,692	1.7%
WHEELER	798	0.5%
YOAKUM	1,286	0.8%
HSR 1 Total	159,586	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %
FPL**

**From Census Small Area Health Insurance Estimates
2013**

Health Service Region - 2

COUNTY	Women at or Below 200 % FPL	% by County
ARCHER	1,106	1.1%
BAYLOR	684	0.7%
BROWN	6,945	7.2%
CALLAHAN	2,202	2.3%
CLAY	1,411	1.5%
COLEMAN	1,788	1.9%
COMANCHE	2,697	2.8%
COTTLE	327	0.3%
EASTLAND	3,468	3.6%
FISHER	587	0.6%
FOARD	245	0.3%
HARDEMAN	769	0.8%
HASKELL	975	1.0%
JACK	1,295	1.3%
JONES	2,676	2.8%
KENT	120	0.1%
KNOX	783	0.8%
MITCHELL	1,143	1.2%
MONTAGUE	3,193	3.3%
NOLAN	2,906	3.0%
RUNNELS	1,893	2.0%
SCURRY	2,497	2.6%
SHACKELFORD	537	0.6%
STEPHENS	1,686	1.8%
STONEWALL	233	0.2%
TAYLOR	25,848	26.9%
THROCKMORTON	243	0.3%
WICHITA	22,325	23.2%
WILBARGER	2,570	2.7%
YOUNG	3,070	3.2%
HSR 2 Total	96,222	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below
200 % FPL**

**From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 3

COUNTY	Women at or Below 200 % FPL	% by County
COLLIN	77,422	6.6%
COOKE	6,176	0.5%
DALLAS	523,961	44.4%
DENTON	81,800	6.9%
ELLIS	23,896	2.0%
ERATH	7,946	0.7%
FANNIN	5,547	0.5%
GRAYSON	20,949	1.8%
HOOD	6,598	0.6%
HUNT	16,419	1.4%
JOHNSON	23,783	2.0%
KAUFMAN	16,596	1.4%
NAVARRO	10,411	0.9%
PALO PINTO	5,625	0.5%
PARKER	14,534	1.2%
ROCKWALL	7,745	0.7%
SOMERVELL	1,240	0.1%
TARRANT	320,676	27.2%
WISE	8,565	0.7%
HSR 3 Total	1,179,889	100%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below
200 % FPL**

**From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 4

COUNTY	Women at or Below 200 % FPL	% by County
ANDERSON	8,602	4.2%
BOWIE	17,113	8.4%
CAMP	2,800	1.4%
CASS	5,650	2.8%
CHEROKEE	10,647	5.2%
DELTA	972	0.5%
FRANKLIN	1,964	1.0%
GREGG	22,536	11.1%
HARRISON	11,989	5.9%
HENDERSON	14,841	7.3%
HOPKINS	6,946	3.4%
LAMAR	9,866	4.8%
MARION	1,969	1.0%
MORRIS	2,615	1.3%
PANOLA	3,761	1.8%
RAINS	1,861	0.9%
RED RIVER	2,495	1.2%
RUSK	8,611	4.2%
SMITH	38,388	18.8%
TITUS	7,514	3.7%
UPSHUR	6,817	3.3%
VAN ZANDT	8,958	4.4%
WOOD	6,951	3.4%
HSR 4 Total	203,866	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance
Estimates 2013 Health Service Region - 5

COUNTY	Women at or Below 200 % FPL	% by County
ANGELINA	18,460	13.1%
HARDIN	7,547	5.3%
HOUSTON	4,227	3.0%
JASPER	6,496	4.6%
JEFFERSON	46,964	33.2%
NACOGDOCHES	13,788	9.8%
NEWTON	2,492	1.8%
ORANGE	13,198	9.3%
POLK	8,089	5.7%
SABINE	1,714	1.2%
SAN AUGUSTINE	1,767	1.3%
SAN JACINTO	4,779	3.4%
SHELBY	5,660	4.0%
TRINITY	2,790	2.0%
TYLER	3,379	2.4%
HSR 5 Total	141,350	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates
2013

Health Service Region - 6

COUNTY	Women at or Below 200 % FPL	% by County
AUSTIN	4,089	0.4%
BRAZORIA	40,902	3.7%
CHAMBERS	3,923	0.4%
COLORADO	3,460	0.3%
FORT BEND	68,183	6.1%
GALVESTON	43,326	3.9%
HARRIS	836,220	75.2%
LIBERTY	13,512	1.2%
MATAGORDA	6,756	0.6%
MONTGOMERY	64,343	5.8%
WALKER	10,972	1.0%
WALLER	8,138	0.7%
WHARTON	7,548	0.7%
HSR 6 Total	1,111,372	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 7**

COUNTY	Women at or Below 200 % FPL	% by County
BASTROP	13,121	2.5%
BELL	63,113	12.0%
BLANCO	1,456	0.3%
BOSQUE	2,946	0.6%
BRAZOS	44,561	8.5%
BURLESON	2,758	0.5%
BURNET	7,098	1.4%
CALDWELL	7,945	1.5%
CORYELL	14,013	2.7%
FALLS	3,328	0.6%
FAYETTE	3,309	0.6%
FREESTONE	3,066	0.6%
GRIMES	4,314	0.8%
HAMILTON	1,443	0.3%
HAYS	27,590	5.3%
HILL	6,826	1.3%
LAMPASAS	3,428	0.7%
LEE	2,428	0.5%
LEON	2,735	0.5%
LIMESTONE	4,445	0.8%
LLANO	2,736	0.5%
MADISON	50,615	9.7%
MCLENNAN	2,408	0.5%
MILAM	4,562	0.9%
MILLS	874	0.2%
ROBERTSON	3,352	0.6%
SAN SABA	1,106	0.2%
TRAVIS	181,409	34.6%
WASHINGTON	5,173	1.0%
WILLIAMSON	51,645	9.9%
HSR 7 Total	523,803	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 8**

COUNTY	Women at or Below 200 % FPL	% by County
ATASCOSA	9,105	1.8%
BANDERA	2,804	0.6%
BEXAR	346,692	69.3%
CALHOUN	3,991	0.8%
COMAL	13,462	2.7%
DEWITT	3,028	0.6%
DIMMIT	2,579	0.5%
EDWARDS	359	0.1%
FRIO	3,510	0.7%
GILLESPIE	3,233	0.6%
GOLIAD	1,014	0.2%
GONZALES	4,348	0.9%
GUADALUPE	19,872	4.0%
JACKSON	2,231	0.4%
KARNES	2,027	0.4%
KENDALL	3,526	0.7%
KERR	7,748	1.5%
KINNEY	504	0.1%
LA SALLE	1,226	0.2%
LAVACA	2,766	0.6%
MAVERICK	15,928	3.2%
MEDINA	7,513	1.5%
REAL	628	0.1%
UVALDE	6,383	1.3%
VAL VERDE	10,163	2.0%
VICTORIA	16,370	3.3%
WILSON	5,567	1.1%
ZAVALA	3,427	0.7%
HSR 8 Total	500,004	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates
2013

Health Service Region - 9

COUNTY	Women at or Below 200 % FPL	% by County
ANDREWS	2,291	2.3%
BORDEN	66	0.1%
COKE	494	0.5%
CONCHO	447	0.5%
CRANE	644	0.7%
CROCKETT	620	0.6%
DAWSON	2,268	2.3%
ECTOR	27,494	27.8%
GAINES	3,771	3.8%
GLASSCOCK	118	0.1%
HOWARD	5,602	5.7%
IRION	185	0.2%
KIMBLE	791	0.8%
LOVING	16	0.0%
MARTIN	813	0.8%
MASON	688	0.7%
MCCULLOCH	1,627	1.6%
MENARD	405	0.4%
MIDLAND	19,938	20.2%
PECOS	2,388	2.4%
REAGAN	500	0.5%
REEVES	2,238	2.3%
SCHLEICHER	530	0.5%
STERLING	101	0.1%
SUTTON	545	0.6%
TERRELL	144	0.1%
TOM GREEN	20,662	20.9%
UPTON	477	0.5%
WARD	1,737	1.8%
WINKLER	1,185	1.2%
HSR 9	98,785	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %
FPL**

From Census Small Area Health Insurance

Estimates 2013 Health Service Region - 10

COUNTY	Women at or Below 200 %	% by County
BREWSTER	1,612	0.8%
CULBERSON	536	0.3%
EL PASO	204,281	97.6%
HUDSPETH	882	0.4%
JEFF DAVIS	295	0.1%
PRESIDIO	1,625	0.8%
HSR 10 Total	209,231	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 % FPL
From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 11

COUNTY	Women at or Below 200 % FPL	% by County
ARANSAS	4,015	0.7%
BEE	5,575	1.0%
BROOKS	1,736	0.3%
CAMERON	120,451	21.0%
DUVAL	2,245	0.4%
HIDALGO	238,742	41.6%
JIM HOGG	1,172	0.2%
JIM WELLS	8,378	1.5%
KENEDY	100	0.0%
KLEBERG	6,618	1.2%
LIVE OAK	1,464	0.3%
MCMULLEN	49	0.0%
NUECES	68,351	11.9%
REFUGIO	1,149	0.2%
SAN PATRICIO	11,644	2.0%
STARR	18,922	3.3%
WEBB	74,695	13.0%
WILLACY	5,168	0.9%
ZAPATA	3,677	0.6%
HSR 11 Total	574,151	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Attachment B – Contractor’s Revised Program Forms

FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of
Respondent:

Houston Health Department

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$ 1,159, 200
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Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Proposed Number of Clinical Clients to be Served:	16,500
--------------------------------------------------------------	---------------

Appendix D: Healthy Texas Women Certification

Legal Business Name
of Applicant:

Houston Health Department

This certification pertains to the following billing or performing provider:

Provider Name **Luther Harrell**

Federal Tax ID Number **74-6001-64**

Number **1619095635**

NPI

If provider does not have an NPI, Submission Date of Medicaid Application

Provider's primary billing address:

Street Address **8000 N Stadium Drive 7th floor**

Street Address City/State/Zip Code **Houston, Texas 77054**

Telephone Number **832-393-4851**

Provider's primary physical address:

Street Address **Sunnyside Health Center**

Street Address City/State/Zip Code **9314 Cullen Houston, TX 77051**

Telephone Number **832-395-0069**

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Stephen L Williams. I am the provider or, if the provider is an organization, I am the provider's (title or position) Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
 - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 01/01/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____



Printed Name: Stephen L Williams

Title: Director

Date: 11/16/16

Appendix D: Healthy Texas Women Certification

Legal Business Name
of Applicant: Houston Health Department

This certification pertains to the following billing or performing provider:

Provider Name Luther Harrell
Federal Tax ID Number 74-6001-64 NPI
Number 1619095635

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 8000 N Stadium Drive 7th floor
Street Address City/State/Zip Code Houston, Texas 77054
Telephone Number 832-393-4851

Provider's primary physical address:

Street Address Sharpstown Health Center
Street Address City/State/Zip Code 6201 Bonhomme Houston, Texas 77036
Telephone Number 832-395-9900

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

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furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or

using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Stephen L Williams. I am the provider or, if the provider is an organization, I am the provider's (title or position) Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
 - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
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☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
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Effective Date of Certification 01/01/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: 

Printed Name: Stephen L Williams

Title: Director

Date: 11/16/16

Appendix D: Healthy Texas Women Certification

**Legal Business Name
of Applicant:**

Houston Health Department

This certification pertains to the following billing or performing provider:

Provider Name Luther Harrell
 Federal Tax ID Number 74-6001-64 NPI
 Number 1619095635

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 8000 N Stadium Drive 7th floor
 Street Address City/State/Zip Code Houston, Texas 77054
 Telephone Number 832-393-4851

Provider's primary physical address:

Street Address Northside Health Center
 Street Address City/State/Zip Code 8504 Schuller Houston, TX 77093
 Telephone Number 832-395-9100

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 or
 using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Stephen L Williams. I am the provider or, if the provider is an organization, I am the provider's (title or position) Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

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 - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 01/01/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____



Printed Name: Stephen L Williams

Title: Director

Date: 11/16/16

Appendix D: Healthy Texas Women Certification

Legal Business Name
of Applicant:

Houston Health Department

This certification pertains to the following billing or performing provider:

Provider Name Luther Harrell
Federal Tax ID Number 74-6001-64 NPI
Number 1619095635

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 8000 N Stadium Drive 7th floor
Street Address City/State/Zip Code Houston, Texas 77054
Telephone Number 832-393-4851

Provider's primary physical address:

Street Address La Nueva Casa De Amigos Health Center
Street Address City/State/Zip Code 1809 North Main Houston, Texas 77009
Telephone Number 832-395-0507

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example: taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Stephen L Williams. I am the provider or, if the provider is an organization, I am the provider's (title or position) Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
 - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 01/01/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____



Printed Name: Stephen L Williams

Title: Director

Date: 11/16/16

Attachment C – Contractor’s Revised Budget

FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Houston Health Department

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$ 1,368,241.00	\$ 545,340.00	\$ 822,901.00
B. Fringe Benefits	\$ 716,887.00	\$ 299,937.00	\$ 416,950.00
C. Travel	\$ 63,208.00	\$ 43,208.00	\$ 20,000.00
D. Equipment			
E. Supplies	\$ 405,535.00	\$ 30,535.00	\$ 375,000.00
F. Contractual			
G. Other	\$ 493,112.00	\$ 131,112.00	\$ 362,000.00
H. Total Direct Costs	\$ 3,046,983.00	\$ 1,050,132.00	\$ 1,996,851.00
I. Indirect Costs	\$ 261,143.00	\$ 109,068.00	\$ 152,075.00
J. Total (Sum of H and I)	\$ 3,308,126.00	\$ 1,159,200.00	\$ 2,148,926.00

mileage , travel training

drugs & meds, medical
supplies, computers

Temp , Health Track
/EPIC/OCHIN/Mac
funds, Registraton

FP GF Employees

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in **whole dollars**. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Catetory	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$1,368,241	\$1,368,241	Fringe Benefits	\$716,887	\$716,887
	Travel	\$63,208	\$63,208	Equipment	\$0	\$0
	Supplies	\$405,535	\$405,535	Contractual	\$0	\$0
	Other	\$493,112	\$493,112	Indirect Costs	\$261,143	\$261,143

TOTAL FOR:	Distribution Totals	\$3,308,126	Budget Total	\$3,308,126
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List any budget assumptions below:

FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Houston Health Department

PERSONNEL	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
Customer Services Representative III (P) - Eligibility	Y	Increase capacity to serve more clients that will directly increase utilization at the various facilities	5		\$3,666.07	11	\$201,634
Senior Public Health Educator (P)	Y	Provide education/counseling sessions with clients to increase awareness of contraception options and other positive reproductive health topics	4		\$4,313.54	11	\$189,796
Public Health Educator (P)	Y	Perform outreach strategies to improve utilization with HTW eligibility and clinical services	2		\$3,533.54	11	\$77,738
Administrative Coordinator (P)	Y	Responsible for the Quality Improvement activities and training component	1		\$5,099.08	11	\$56,090
Tonia Green/ Management Analyst III (E)	N	Monitor and track budget along with providing financial progress reports	0.3		\$5,149.33	13	\$20,082
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$0
						SalaryWage Total	\$545,340

FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

Pension - 29.36%, Health Insurance - 16.89%, FICA - 7.65%, Basic Life Insurance - 0.05%, Long Term Disability - 0.15%, Worker Comp - 0.49%, and Unemployment - 0.41% for a total of 55.00%

	Fringe Benefit Rate %	55.00%
	Fringe Benefits Total	\$299,937

FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Houston Health Department

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days/Employees		
TBD by Funding Agency	To attend conference that will be required by funding agency	Austin/TX	2/8	Mileage	\$800
				Airfare	
				Meals	\$1,136
				Lodging	\$2,000
				Other Costs	
				Total	\$3,936
TBD by Funding Agency	To attend conference that will be required by funding agency	Austin/TX	2/8	Mileage	\$800
				Airfare	
				Meals	\$1,136
				Lodging	\$2,000
				Other Costs	
				Total	\$3,936
TBD by Funding Agency	To attend conference that will be required by funding agency	Austin/TX	2/8	Mileage	\$800
				Airfare	
				Meals	\$1,136
				Lodging	\$2,000
				Other Costs	
				Total	\$3,936
Professional Development Training	To obtain best practices to improve quality of services and launch innovative aspects to increase utilization to have more successes	TBD	3/8	Mileage	\$400
				Airfare	\$12,000
				Meals	\$3,000
				Lodging	\$5,200
				Other Costs	
				Total	\$20,600
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Total for Conference / Workshop Travel

\$32,408

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Reimbursement of staff using personal vehicles to travel to professional skills development, quality assurance activities, meetings and community events/activities	20000	\$0.540	\$10,800		\$10,800
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel

\$10,800

Other / Local Travel Costs: \$10,800

Conference / Workshop Travel Costs: \$32,408

Total Travel Costs: \$43,208

Indicate Policy Used:

Respondent's Travel Policy ☒

State of Texas Travel Policy

Revised: 7/6/2009

**FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form**

Legal Name of Respondent:

Houston Health Department

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

[illegible]

Total Amount Requested for Equipment:

\$0

FORM F-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

Houston Health Department

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost
11 each/ Laptop Accessories (Docking Station and Roller Cases) @ \$362.00	Eligibility Staff (Client Access) supply to perform eligibility process using VeritySource. Other program staff for administrative, outreach, education and quality assurance activities	\$3,982
11 each/HP Elitebook Laptop @ \$1,127	Eligibility Staff (Client Access) supply to perform eligibility process using VeritySource;Other program staff for administrative, outreach, education and quality assurance activities	\$12,397
5 each/ Scanners @ \$479	Eligibility Staff (Client Access) supply to perform eligibility process using VeritySource	\$2,395
1 Network Printer @ \$1,836	Eligibility Staff (Client Access) supply to perform eligibility process using VeritySource	\$1,836
5 each/ Mobile Printers @ \$599	Used to print client information or assistance documents during outreach and promotion activities	\$2,995
5 each/ Signature Pad @ \$242	Eligibility Staff (Client Access) supply to perform eligibility process using VeritySource	\$1,210
30 each/ Apparel- Shirts @ \$24	Identification of staff when working with the community and community partners; uniform shirt	\$720
Office Supplies (Pens, Paper, Ink, binders) 500 items @ \$10	To perform administrative and other program deliverable associated with this funding	\$5,000
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:

\$30,535

Revised: 7/6/2009

FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: Houston Health Department

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL: \$0

FORM F-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

Houston Health Department

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
Temporary Personnel (All vacant positions)	Quick start staffing option until permanent placement can occur. Up to the second month from the start of the grant period.	\$98,052
Xerox Workcentre 7835 - Color lease (new) 13 months @ \$250 per month	To perform administrative functions of the program	\$3,250
VeritySource License - monthly user fee 7 users @ \$1,393 per user	VeritySource is the software that screens clients for HTW eligibility to be used by Client Access Staff and Quality Assurance staff	\$9,751
Transportation Vouchers (Taxi, Bus, Metro Rail, or Gas Cards) 150 @ \$10	To connect person with transportation barriers to network of services which includes eligibility, clinic appointments and any other follow up appointment related to eligibility and medical care.	\$1,500
Promotional Items - Varied (Journals, condom holders, water bottles, bags, etc) 1,500 @ \$2	Incentives provided during educational sessions and other events that support clients during activities related to grant deliverables	\$3,000
Mobile Wireless - Mi-Fi 4 hotspots @ \$40 per month, 13 months	Used to perform education and client eligibility during outreach activities and where there are no wireless connections	\$2,080
Staff training and development	Technical, customer service, and patient counseling training for staff engaged in the delivery of services related to HTW Fee-for-Service Program. Reference: Support Service to provide development and training related to the delivery of HTW Fee-for-Service program, RFP response page 69.	\$13,479
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Other:

\$131,112

FORM F - 7 Indirect Costs

Legal Name of Respondent:

Houston Health Department

Total amount of indirect costs allocable to the project:

Amount:

\$109,068

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)**

RATE: 36.08%

BASE: Direct Personnel Salaries. According to RFP, the indirect cost rate may not exceed 20%.

X

Applies only to governmental entities. The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. **Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.**

RATE:

TYPE:

BASE:

GO TO PAGE 2 (below)

Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Houston Health Department

PERSONNEL							
Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
						SalaryWage Total	\$0

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Houston Health Department

PERSONNEL							
Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
						SalaryWage Total	\$0

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Houston Health Department

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0

Total for Conference / Workshop Travel

\$0

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel
\$0
Other / Local Travel Costs:
\$0
Conference / Workshop Travel Costs:
\$0
Total Travel Costs:
\$0

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Houston Health Department

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0

Total for Conference / Workshop Travel

\$0

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel**\$0****Other / Local Travel Costs:** **\$0****Conference / Workshop Travel Costs:** **\$0****Total Travel Costs:****\$0**

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form (Supplemental)

Legal Name of Respondent:

Houston Health Department

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0

Total Amount Requested for Equipment:

\$0

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form (Supplemental)

Legal Name of Respondent:

Houston Health Department

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0

Total Amount Requested for Equipment:

\$0

FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Houston Health Department

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies:

\$0

FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Houston Health Department

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies:

\$0

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Houston Health Department

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL:

\$0

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Houston Health Department

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL:

\$0

FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Houston Health Department

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other:

\$0

FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Houston Health Department

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other:

\$0

Attachment D – Contractor's Original Application



Response to

**Request for Proposals (RFP)
for
*Healthy Texas Women***

RFP No. 529-16-0094

Date of Submittal: 5/2/2016

FORM A: PROPOSAL TABLE OF CONTENTS AND CHECKLIST

Legal Business Name of Respondent: Houston Health Department

In coordination with the requirements of **Section 3.8 Format and Content**, this form is provided to ensure respondents submit the required forms required in Section 2 -- Completed Forms A-M-1, and Section 7 -- Certifications and Other Required Forms contained in Appendix D. Be sure to indicate page number.

PROGRAM FORMS	DESCRIPTION	Included	Page #
A	Proposal Table and Contents and Checklist	x	
B	Texas Counties and Regions List Served by Project	x	3
C	Contact Person Information	x	5
D	Deleted -- nothing to be submitted		
E	Deleted -- nothing to be submitted		
F	Budget Summary and Details	x	6
G	Respondent Background	x	20
H	Funding Request and Performance Measures	x	45
I	Work Plan	x	46
J	Assessment Narrative	x	112
K	Healthy Texas Women Clinic Site Readiness	x	116
K-1	Healthy Texas Women Clinic Sites*	x	120
	*Include submission date for Medicaid application if respondent is in the process of enrolling in Medicaid	x	
L	Staff Development Plan	x	124
L-1	Staff Development Training Calendar	x	128
M	Community Education/Program Promotion Plan	x	129
M-1	Community Education/Program Promotion Calendar	x	130

NOTE: Appendix E: Healthy Texas Women Certification may be included in a respondent's proposal after Form M-1: Community Education/Program Promotion Calendar.

REQUIRED FORMS	DESCRIPTION	Included	Page #
1	Child Support Certification	x	
2	Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts	x	
3	Required Certifications	x	
4	Federal Lobbying Certification	x	
5	Anti-Trust Certification	x	
6	Respondent Information and Disclosures	x	
7	HUB Subcontracting Plan (HSP)	x	
8	HHS Information Security and Privacy Initial Inquiry (SPI)	x	

TABLE OF CONTENTS

SOLICITATION ADDENDUMS

<i>Proposal table of contents</i>	
<i>Proposal Content checklist</i>	<i>X</i>
<i>Executive Summary</i>	<i>1</i>
<i>Texas Counties and Regions List Served by Project-Form B</i>	<i>3</i>
<i>Contact Person Information–Form C</i>	<i>5</i>
<i>Budget summary and Details-Form F</i>	<i>6</i>
<i>Respondent Background- Form G</i>	<i>20</i>
<i>Resumes</i>	<i>29</i>
<i>Funding Request and Performance Measures-Form H</i>	<i>45</i>
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<i>Job Descriptions</i>	<i>91</i>
<i>Assessment Narrative- Form J</i>	<i>112</i>
<i>Healthy Texas Women Clinic site Readiness- Form K</i>	<i>116</i>
<i>Healthy Texas women Clinic Sites – FormK-1</i>	<i>120</i>
<i>Staff Development Plan- Form L</i>	<i>124</i>
<i>Staff Development Training Calendar –Form L-1</i>	<i>128</i>
<i>Community Education/Program Promotion Plan Form M</i>	<i>129</i>
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<i>Appendices</i>	
<i>Appendix E</i>	
<i>Appendix F</i>	
<i>Required Forms</i>	
<i>Child Support Certification</i>	
<i>Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered</i>	
<i>Contracts</i>	
<i>Required Certifications</i>	
<i>Federal Lobbying certification</i>	
<i>Anti-Trust Certification</i>	
<i>Respondents Information and Disclosures</i>	
<i>HUB Subcontracting Plan</i>	
<i>HHS Information Security and Privacy Initial Inquiry (SPI)</i>	

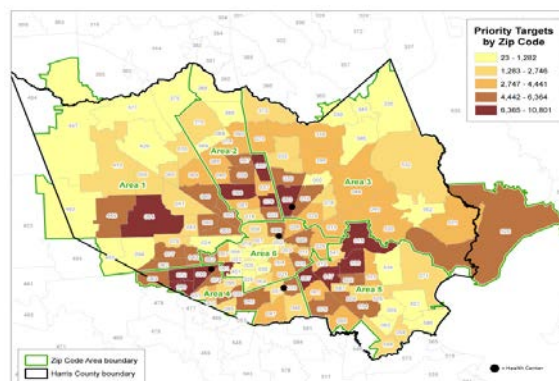


Executive Summary

The Houston Health Department (HHD) is the public health authority for Houston, Texas, the fourth largest city in the U.S., with an estimated 2014 population of 2.2 million, according to the U.S. Census Bureau. Located at 8000 North Stadium Drive in Houston, Texas, 77054, Houston Department of Health and Human Services (HDHHS) was established in 1840. Since that time, the department has grown to 1,100 employees and provides public health services for an increasingly racially and ethnically diverse population. HHD has an annual budget of \$130 million; about half of which comes to the department through grants and cooperative agreements. HDHHS became the Houston Health Department in July of 2015, as a result of a rebranding initiative.

HHD operates four health centers and fourteen Women, Infant and Children (WIC) sites throughout the city of Houston. It is the first health department in Texas and the second in a large U.S. city to earn national accreditation from the Public Health Accreditation Board. The HHD's mission is to work in partnership with the community to promote and protect the health and social well-being of all Houstonians. In keeping with this mission the Department has a long history of delivering quality public health services, including those of Family Planning (FP) and reproductive health, while continuing to explore and use innovative methods to improve access to care. In addition to the health centers and WIC sites, HHD also operates eleven multi-service centers offering services that include senior services, congregate meals; access to healthcare programs, service and linkage, space rentals for community meetings/events, and computer lab services. The multi-service centers provide space and collaborate with other agencies and community partners to develop and deliver services on-site and at other locations in the surrounding community. Services include GED and ESL classes, as well as library services at a limited number of sites.

The Houston Health Department (HHD) served as the lead agency for the Houston Expansion of Affordable Care Act Project (HEAP), whose purpose was to provide outreach, education, and health insurance enrollment for uninsured eligible individuals and families. The Houston/Harris County area, where 1.1 million of uninsured reside, was the target area for the HEAP project. According to the American Community Survey 2013 estimates, 29 percent of Houston residents and 26 percent of those living in Harris County lack healthcare coverage, compared to 15 percent in the U.S. Fifty-three percent of Hispanics in Harris County have no health insurance coverage. Within Houston/ Harris County, 15 ZIP codes with the highest rates of uninsured, marked in darker brown on the map, were targeted priority population areas and identified to receive additional focus (please see Figure 1).



In concert with the mission of partnering with the community to promote and protect the health and wellbeing of Houstonians, the Department implemented what is now an on-going collaboration with three other local health organizations to provide universal (local, state, and federal) eligibility support which enhances access to care for residents of Houston, Harris County, and the surrounding areas. This system creates a “no wrong door entry” into the public health systems of HHD, Harris County Public Health and Environmental Services, Harris Health, and the Harris Center for Mental Health and IDD (Intellectual and Developmental Disabilities).

The Department currently provides Family Planning (FP) services which include clinical services, education, reproductive life planning, access to contraceptives, including emergency contraceptives, and STIs (Sexually Transmitted Infections) services. The Department also provides referral and follow up services for additional needs, which include breast health and cervical cancer.

These services are provided with the support of multiple funding sources which include Texas Women’s Health Program (TWHF). HHD health centers provide services to clients regardless of the county of residence or **ability to pay for services**. The HHD is committed to serving clients who need family planning services and with available funding works to ensure clients are seen when they request services.

With the support of this grant HHD will continue to promote and increase access to Women’s Health and Family Planning Services in order to prevent unintended pregnancies, positively affect the outcomes of future pregnancies, and positively impact the health and wellbeing of women and their families. The Department’s success in delivering services, establishing partnerships, and leading the collaboration that led to the enrollment of 306,000 Houstonians into the ACA, speaks to its ability and expertise in reaching the target population. The Department’s capacity to also partner with the community, facilitated by its presence in the target communities, will help to strengthen and expand efforts in support of the provision of services provided through the HTW Fee-For-Service program.

HHD’s overall focus, as it relates to HTW Program funds, will be on 15 zip codes that have been identified with the highest rates of uninsured women ages 15 to 44. The scope of our response to this RFP encompasses the following support services:

- Direct clinical care for women deemed presumptively eligible for HTW Fee-for-Service Program
- Assistance with enrollment into HTW Fee-for Service Program to eligible women
- Staff development and training related to HTW Fee-for-Service Program service delivery, and
- Client and community based educational activities related to the HTW Program

These will enhance services already provided to clients under the HTW Fee-for-Service Program.

FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Respondent must identify the counties in which it proposes to provide the services required under this RFP by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R
-A-			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	-D-			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
-B-			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
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-C-			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
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FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Respondent must identify the counties in which it proposes to provide the services required under this RFP by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R
-A-			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	-D-			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
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Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
-B-			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
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Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	-I-			Montague	<input type="checkbox"/>	02	-T-		
Bee	<input type="checkbox"/>	11	-E-			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	-J-			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	-N-			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input type="checkbox"/>	06	-F-			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	-O-			-U-		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	-K-			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	-P-			-V-		
-C-			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	-G-			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	-W-		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	-L-			-R-			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	-H-			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	-Y-		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	-S-			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	-Z-		
Coryell	<input type="checkbox"/>	07	Harris	<input checked="" type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	-M-			San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			

FORM C: CONTACT PERSON INFORMATION

Legal Business Name of Respondent: Houston Health Department

1. This form provides information about the appropriate contacts in the respondent's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

Contacts

<i>Billing Contact</i>	<i>Executive Director</i>
Last Name: Jones	Last Name: Williams
First Name: Connie	First Name: Stephen
Salutation: Ms.	Salutation: Mr.
Title: Administration Manager	Title: Director
Email: Connie.Jones@houstontx.gov	Email: stephen.williams@houstontx.gov
Phone: 832-393-4851	Phone: 832-393-5169

<i>Financial Director</i>	<i>Medical Director</i>
Last Name: Asher	Last Name: Luther
First Name: Darren	First Name: Harrell
Salutation: Mr.	Salutation: Dr.
Title: Deputy Assistant Director	Title: Chief Physician
Email: Darren.Asher@houstontx.gov	Email: Luther.Harrell@houstontx.gov
Phone: 832-393-4346	Phone: 832-393-4385

<i>Primary Program Contact</i>	<i>Quality Assurance Contact</i>
Last Name: Barrios	Last Name: Sebile
First Name: Gina	First Name: Carolyn
Salutation: Ms.	Salutation: Ms.
Title: Human Service Program Manager	Title: Administration Manager
Email: Gina.Barrios@houstontx.gov	Email: Carolyn.Sebile@houstontx.gov
Phone: 832-393-5068	Phone: 832-393-4796

FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Houston Health Department

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$587,905		
B. Fringe Benefits	\$323,348		
C. Travel	\$43,208		
D. Equipment	\$0		
E. Supplies	\$30,535		
F. Contractual	\$0		
G. Other	\$117,633		\$10,000
H. Total Direct Costs	\$1,102,629		\$0
I. Indirect Costs	\$117,581		
J. Total (Sum of H and I)	\$1,220,210	\$0	\$10,000

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:						
	Personnel	\$0	\$587,905	Fringe Benefits	\$0	\$323,348
	Travel	\$0	\$43,208	Equipment	\$0	\$0
	Supplies	\$0	\$30,535	Contractual	\$0	\$0
	Other	\$10,000	\$117,633	Indirect Costs	\$0	\$117,581
TOTAL FOR:	Distribution Totals		\$10,000	Budget Total		\$1,220,210

List any budget assumptions below:

Legal Name of Respondent:

PERSONNEL		Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed								
Customer Services Representative III (P) - Eligibility	Y		Increase capacity to serve more clients that will directly increase utilization at the various facilities	5		\$3,666.07	11	\$201,634
Senior Public Health Educator (P)	Y		Provide education/counseling sessions with clients to increase awareness of contraception options and other positive reproductive health topics	4		\$4,313.54	11	\$189,796
Public Health Educator (P)	Y		Perform outreach strategies to improve utilization with HTW eligibility and clinical services	2		\$3,533.54	11	\$77,738
Administrative Coordinator (P)	Y		Responsible for the Quality Improvement activities and training component	1		\$5,099.08	11	\$56,090
Administrative Assistant (P)	Y		Coordinate administrative activities for program operations, to include scheduling activities and documentation support	1		\$3,869.54	11	\$42,565
Tonia Green/ Management Analyst III (E)	N		Monitor and track budget along with providing financial progress reports	0.3		\$5,149.33	13	\$20,082
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS								
						\$27,007		\$27,007

Itemize the elements of fringe benefits in the space below

Fringe Benefits Total	\$323,348
-----------------------	-----------

Legal Name of Respondent:

Houston Health Department

Revised: 7/6/2009

Total for Conference / Workshop Travel

\$32,408

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Reimbursement of staff using personal vehicles to travel to professional skills development, quality assurance activities, meetings and community events/activities	20000	\$0.540	\$10,800		\$10,800
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel

\$10,800

Other / Local Travel Costs: \$10,800

Conference / Workshop Travel Costs: \$32,408

Total Travel Costs:

\$43,208

Indicate Policy Used:

Respondent's Travel Policy ☒

State of Texas Travel Policy

Revised: 7/6/2009

Legal Name of Respondent:

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

[illegible]

Total Amount Requested for Equipment:

\$0

FORM F-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

Houston Health Department

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. # of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item (if applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box))	Purpose & Justification	Total Cost
11 each/ Laptop Accessories (Docking Station and Roller Cases) @ \$362.00	Eligibility Staff (Client Access) supply to perform eligibility process using VeritySource. Other program staff for administrative, outreach, education and quality assurance activities	\$3,982
11 each/HP Elitebook Laptop @ \$1,127	Eligibility Staff (Client Access) supply to perform eligibility process using VeritySource; Other program staff for administrative, outreach, education and quality assurance activities	\$12,397
5 each/ Scanners @ \$479	Eligibility Staff (Client Access) supply to perform eligibility process using VeritySource	\$2,395
1 Network Printer @ \$1,836	Eligibility Staff (Client Access) supply to perform eligibility process using VeritySource	\$1,836
5 each/ Mobile Printers @ \$599	Used to print client information or assistance documents during outreach and promotion activities	\$2,995
5 each/ Signature Pad @ \$242	Eligibility Staff (Client Access) supply to perform eligibility process using VeritySource	\$1,210
30 each/ Apparel- Shifts @ \$24	Identification of staff when working with the community and community partners; uniform shirt	\$720
Office Supplies (Pens, Paper, Ink, binders) 500 items @ \$10	To perform administrative and other program deliverable associated with this funding	\$5,000
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:

\$30,535

Revised: 7/6/2009

FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent:

Houston Health Department

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL:

\$0

FORM F-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

Houston Health Department

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
Temporary Personnel (All vacant positions)	Quick start staffing option until permanent placement can occur. Up to the second month from the start of the grant period.	\$98,052
Xerox Workcentre 7835 - Color lease (new) 13 months @ \$250 per month	To perform administrative functions of the program	\$3,250
VeritySource License - monthly user fee 7 users @ \$1,393 per user	VeritySource is the software that screens clients for HTW eligibility to be used by Client Access Staff and Quality Assurance staff	\$9,751
Transportation Vouchers (Taxi, Bus, Metro Rail, or Gas Cards) 150 @ \$10	To connect person with transportation barriers to network of services which includes eligibility, clinic appointments and any other follow up appointment related to eligibility and medical care.	\$1,500
Promotional Items - Varied (Journals, condom holders, water bottles, bags, etc) 1,500 @ \$2	Incentives provided during educational sessions and other events that support clients during activities related to grant deliverables	\$3,000
Mobile Wireless - Mi-Fi 4 hotspots @ \$40 per month, 13 months	Used to perform education and client eligibility during outreach activities and where there are no wireless connections	\$2,080
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Other:

\$117,633

FORM F - 7 Indirect Costs

Legal Name of Respondent:

Houston Health Department

Total amount of indirect costs allocable to the project:

Amount:

\$117,581

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)**

RATE:
BASE:

36.08%
Direct Personnel Salaries. According to RFP, the indirect cost rate may not exceed 20%.

X

Applies only to governmental entities. The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

RATE:
TYPE:
BASE:

GO TO PAGE 2 (below)

Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

CITY OF HOUSTON, TEXAS

FY 2016 2 CFR PART 200 COST ALLOCATION PLAN

**Based on Actual Expenditures
For the Fiscal Year Ended
June 30, 2014**



MGT
OF AMERICA, INC

MGT of America, Inc
1801 E 51st St, Suite 365-504
Austin, TX 78723
www.mgtofamerica.com

CERTIFICATE OF COST ALLOCATION PLAN

This is to certify that I have reviewed the indirect cost rate proposal submitted herewith and to the best of my knowledge and belief:

- (1) All costs included in this proposal based on Fiscal Year ended June 30, 2014, to establish cost allocations or billings for use in Fiscal Year 2016, are allowable in accordance with the requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.
- (2) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and the Federal Government will be notified of any accounting changes that would affect the predetermined rate.
- I declare that the foregoing is true and correct.

Governmental Unit:

City of Houston, Texas

Signature:



Name of Official:

Arif Rasheed

Title:

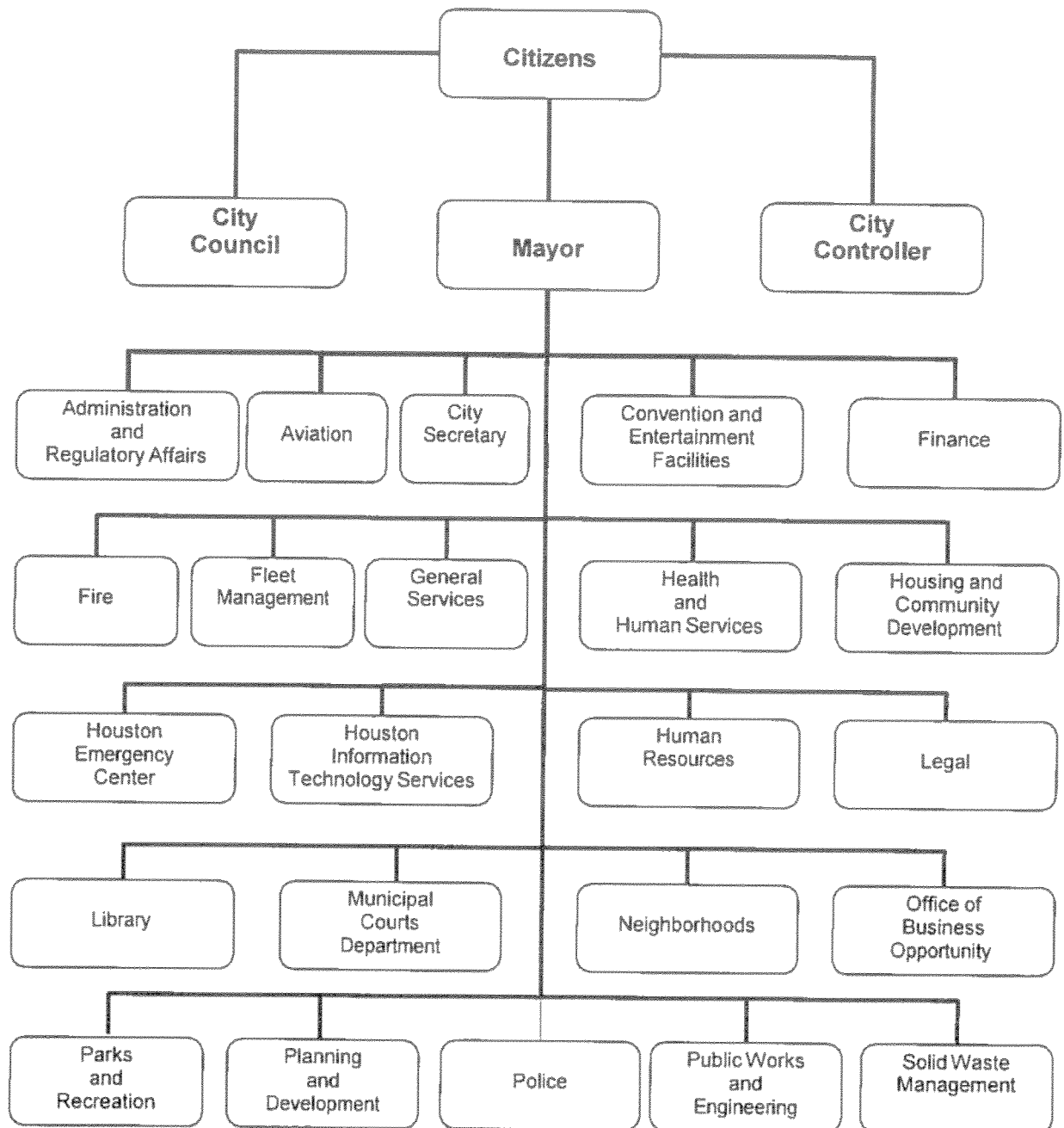
Deputy Director

Date of Execution:

6/18/15

FISCAL YEAR 2016

ORGANIZATION CHART



City of Houston, TX
FY 2016 Indirect Cost Rate Proposal
2 CFR Part 200 Rates

Based on Actual Expenditures for the Fiscal Year Ended June 30, 2014

	2 CFR 200 Aviation Department	2 CFR 200 Library Department	2 CFR 200 Parks Department	2 CFR 200 Hhh & Hum Svcs Department	2 CFR 200 Hsg & Com Dev Department	2 CFR 200 Planning/Dev Department	2 CFR 200 Police Department	2 CFR 200 GSD-Non-GF Department	2 CFR 200 Citywide Department
CARRY FORWARD COMPUTATION									
FY 2014 FIXED RATE(BASED ON FY2012)	2.14%	4.47%	6.13%	32.33%	-5.10%	26.16%	33.62%	33.54%	6.62%
FY2014 ACTUAL DIRECT SAL & BENES	97,346,596	29,409,156	42,600,260	66,642,318	13,187,299	6,127,679	584,678,337	2,549,212	1,795,012,714
FY 2014 ACTUAL RECOVERY	2,083,217	1,314,589	2,611,386	21,545,461	(672,552)	1,603,001	196,568,857	855,006	118,829,842
FY 2014 ROLL FORWARD FROM FY 2012	(557,768)	(1,113,169)	(2,795,757)	(3,124,212)	(1,201,861)	(425,478)	1,984,269	-	(15,015,405)
FY 2014 ACTUAL INDIRECT COSTS	3,258,744	2,478,786	4,937,992	24,363,013	1,320,155	3,689,746	181,750,716	764,630	151,055,663
FY 2014 CARRY FORWARD AMOUNT	617,759	51,028	(469,161)	(316,660)	790,846	1,661,267	(12,823,872)	(90,376)	17,210,416
FY 2014 INDIRECT COST RATE									
ACTUAL FY 2014 INDIRECT COSTS	3,258,744	2,478,786	4,937,992	24,363,013	1,320,155	3,689,746	181,750,716	764,630	151,055,663
FY 2012 CARRY FORWARD AMOUNT	617,759	51,028	(469,161)	(316,660)	790,846	1,661,267	(12,823,872)	(90,376)	17,210,416
TOTAL INDIRECT COST POOL	3,876,503	2,529,814	4,468,831	24,046,353	2,111,001	5,351,013	168,926,844	674,254	168,266,079
FY 2014 DIRECT SALARY BASE	97,346,586	29,409,156	42,600,260	66,642,318	13,187,299	6,127,679	584,678,337	2,549,212	1,795,012,714
FY 2016 FIXED RATE	3.98%	8.60%	10.49%	36.08%	16.01%	87.33%	28.89%	26.45%	9.37%

FORM G: RESPONDENT BACKGROUND GUIDELINES

Respondent Background

Executive Summary

The Houston Health Department (HHD) is the public health authority for Houston, Texas, the fourth largest city in the U.S., with an estimated 2014 population of 2.2 million, according to the U.S. Census Bureau. Located at 8000 North Stadium Drive in Houston, Texas, 77054, the Houston Department of Health and Human Services (HDHHS) was established in 1840. Since that time, the department has grown to 1,145 employees and provides public health services for an increasingly racially and ethnically diverse population. HHD has an annual budget of \$130 million; about half of which comes to the department through grants and cooperative agreements. HDHHS became the Houston Health Department in July of 2015, as a result of a rebranding initiative. It is the first health department in Texas and the second in a large U.S. city to earn national accreditation from the Public Health Accreditation Board.

The HHD's mission is to work in partnership with the community to promote and protect the health and social well-being of all Houstonians. In carrying out this mission, the Department operates four health centers, fourteen Women, Infant and Children (WIC) sites, and eleven multi-service centers several of which are located in or close to areas identified as having the highest rates of uninsured and with populations predominantly identified as being at or below 200% of the Federal Poverty Level (FPL). These facilities and the services provided from them facilitate advancement toward the organization's vision of self-sufficient families and individuals in safe and healthy communities.

The HHD has several divisions with specific functions. These divisions are further divided into bureaus and sections. The Community Health Services division, the largest in the Department is in charge of the health centers, as well as the Bureaus of the Immunization, HIV/STD and Viral Hepatitis, TB Control, and Human Services. It also is responsible for the multi-service centers that provide space in the community for a variety of agencies to provide additional human services programs. The multi-service centers also collaborate with other agencies and community partners to develop and deliver services locally and at other centers in the surrounding community.

In concert with the mission of partnering with the community to promote and protect the health and wellbeing of Houstonians, the Department implemented what is now an on-going collaboration with three other local health organizations to provide universal eligibility services to clients in Houston, Harris County, and the surrounding areas. This system creates a "no wrong door entry" into the public health systems of HHD, Harris County Public Health and Environmental Services, Harris Health, and the Harris Center for Mental Health and Intellectual and/or Developmental Disabilities (IDD).

The Department engages in community level interventions to prevent the spread of communicable disease and provides services to prevent chronic health problems and improve health outcomes. It delivers environmental services, conducts public health preparedness, planning and analysis of community health data. While providing traditional public health

services the Department continuously seeks to use innovative methods to meet the needs of the community. All this is done led by integrating the organizational values of accountability, quality, integrity, pro-action, compassion, competency, diversity and more importantly, in the spirit of teamwork and cooperation.

2. Structure, Management Systems and Lines of Authority

The Houston Health Department (HHD) is committed to eliminating health disparities in vulnerable populations, as defined by race/ethnicity, socioeconomic status, geography, gender, age, disability status, and risk status related to sex and gender.

HHD provides traditional public health services and seeks to use innovative methods to meet the community's present and future needs. HHD operates four health centers and fourteen WIC sites throughout the city of Houston, the nation's fourth largest city and Texas' largest. HHD is the first health department in Texas and the second in a large U.S. city to earn national accreditation from the Public Health Accreditation Board. Houston is also home to the Texas Medical Center, one of the largest concentration of hospitals and medical teaching facilities in the nation and a leader in research, education and medical treatment.

Despite tremendous gains in overall health care and in public health, not all Houstonians have seen the same benefits in improved health advances. Eliminating disparities requires concerted efforts at local, state, and national levels, aimed at addressing persistent racial, economic, and other social challenges that contribute to inequitable health outcomes. Investing in the health of Houstonians must begin with improving access to quality preventive health services and creating conditions for socially and physically healthy communities.

Consistent with its efforts to improve access to quality care, HHD recognizes the importance of communicating with clients in order to meet their needs and is consequently staffed to address linguistic barriers which can create obstacles to health care access and utilization. More than one in ten households in Houston are linguistically isolated, meaning no member of the household aged 14 or older spoke English well. HHD has client access specialists and care coordination workers at each multiservice center who are bilingual in English and Spanish.

The HHD is well positioned to deliver needed family planning for women, men, adolescents, teens, and young adults. Access to health care services and preventive care has significant impact on health outcomes (<https://www.healthypeople.gov/2020/topics-objectives/topic/Access-to-Health-Services>). The HHD's history on delivering quality public health services and its continued use of innovative methods to improve access to care will be further assisted and supported with the help of this grant.

The HHD is divided into five divisions, each of which performs specific functions and report to the Department's Director. Each division is further divided into bureaus and sections.

- Community Health Services Division (CHS)
- Environmental Health Division (EHD)
- Administrative Support Services (ASD)
- Office of Surveillance and Public Health Preparedness (OSPHP)
- Aging, Chronic Disease and Injury Prevention (ACDIP)

Essential to the services provided by HHD is the Quality Management Plan (QMP), which provides structure and guidance for evaluating and implementing department-wide quality improvement processes, including evaluation and monitoring of clinical and various other departmental programs and services. The components of the QMP are structured to ensure compliance with standard guidelines and procedures associated with the delivery of quality health services, Department policies and procedures, and Department of State Health Services (DSHS) standards.

In addition to having oversight for the clinical operations of the Department, the Quality Management Committee reviews Adverse Events, reviews child abuse summary data, approves Quality Management policies and provides general guidance to the Quality Assurance Committee. The objectives of the QMC extend further than the quality initiatives mandated for the review and audit of the HHD health centers in providing health care services and in review of contract compliance. With the Director's approval, the Quality Management Committee (QMC) has complete oversight of all clinical operations for the Department. Dr. David Persse, Public Health Authority is the Chairman of this committee.

The Quality Management Committee is composed of the following positions: the HHD Director, Public Health Authority, Chief Physician for Community Health Services, and Chief Physician for Disease Prevention and Communicable Disease/Jail Health, the WIC Director, Nursing Chief for Community Health Services, Chief Pharmacist, Lab Director, and a representative from the Office of Performance Management for HHD, along with subject matter experts as required. The Quality Assurance Clinical Review Committee is composed of subject matter experts from the Department who are assigned to audit the services under review. This committee has wide representation within the Department. This committee's primary responsibility is to implement the Quality Management Plan through sustained quality assurance efforts. The team also performs mock audits of clinical services where they observe direct employee-client interactions. Auditors also look at administrative functions, safety, infection control, facilities maintenance, training, employee licensure and certification, and HIPAA compliance. Please see leadership organizational chart (Figure 2).

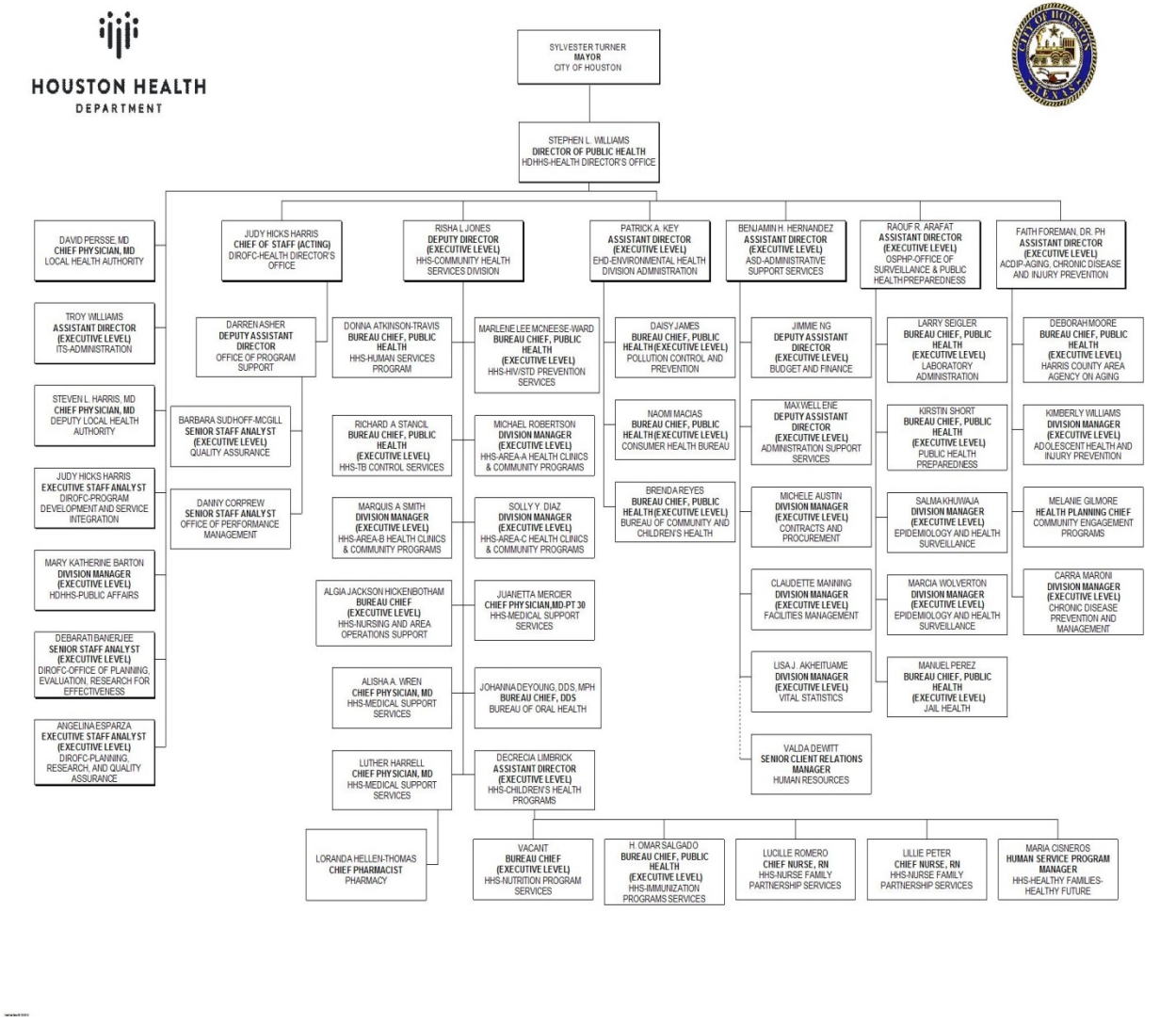


Figure 2

3. Resumes

The following are resumes for the following HHD leadership:

- Director – Stephen L. Williams, Med, MPA
- CFO – Benjamin H. Hernandez
- Medical Director – Luther Harrell, Jr., M. D.
(license to practice medicine in the State of Texas)
- Clinical Director – Algia Jackson Hickenbotham, R.N.

(see resumes starting on page 27)

4. Experience, Knowledge and Expertise

The Community Health Services Division (CHS) is the largest division in the Houston Health Department. CHS provides direct public health, clinical, and social support services to enhance the health and wellbeing of individuals in the community through a network of four health centers, fourteen (14) WIC centers, and eleven (11) multi-service centers. The health centers provide direct clinical services, case management, and support services that assist with disease prevention and health maintenance. The WIC centers provide supplemental foods, health care referrals, and nutrition education for low-income pregnant, breastfeeding, and non-breastfeeding postpartum women, and to infants and children up to age five who are found to be at nutritional risk. The multi-service centers offers space in the community for a variety of agencies to provide human services programs.

CHS also manages the Nurse-Family Partnership and the Healthy Families Program. The Nurse-Family Partnership provides home visits to clients during pregnancy. Clients are enrolled early in their pregnancy, with home visits starting between the 16th and 28th week of pregnancy. Ideally, visits begin early in the second trimester, between the 14th and 16th week of gestation. During each visit, information is discussed about each of the six life domains: personal health, environmental health, life course development, maternal role, friends and family, and health and human services. Additional mental health support is provided as needed through an HHD employed Licensed Clinical Social Worker or by referral. The Healthy Families Program has as a goal to reduce the incidence of child abuse and neglect by improving parenting skills and strengthening family bonds, with a vision of self-sufficient communities and families that are actively involved in their children's health and development. The program serves first time mothers between the ages of 15-25 who are in their third trimester or have given birth within 60 days.

CHS has been providing and successfully managing Women's Health and Family Planning Services for many years. In following with the partnership aspect of the HHD mission, CHS has used information gathered from neighborhood assessments, outreach, and community focus groups, to help develop interest in family planning services and to promote enrollment in services. CHS has also used data to integrate male family planning services in several healthcenters, and to develop tailored family planning educational programs for schools and community-based organizations and agencies.

Health center staff and selected staff in the multi-service centers are trained to provide the following family planning services to the communities served:

- Integration of early intervention and prevention efforts
- Focus on family planning clients and their families
- By targeting known risk factors and increasing protective factors
- By serving as a one-stop-shop for the community as it relates to family planning,
 - From birth control, methods, to pregnancy test and emergency contraception, to pre and postnatal care.
- Providing culturally sensitive and confidential services, and
- By having measurable outcomes to track clients' and families' progress

The four health centers operated by HHD under the CHS Division are strategically located across the city in or near historically medically underserved populations. Each clinic site offers full family planning services including education, counseling, clinical exams, contraceptives, emergency contraceptives, STI services, as well as referral and tracking services for clients with additional needs. As current Title X Family Planning clinics, the health centers see all clients regardless of their county of residence. CHS makes an effort to assist clients residing outside of Harris County with finding available services in their respective counties by using our referral resources. Notwithstanding, CHS sees all clients who need family planning services and utilizes available funding to ensure that clients are seen when they request and need services at our sites. In 2015, the health centers recorded a total of 30,883 unduplicated encounters. Among those encounters, 8,097 were unduplicated family planning encounters.

As part of providing women's health the Department's CHS Division, in partnership with M. D. Anderson Cancer Center, offered free mobile mammogram services to low income women in the communities it serves. As a result of the success of this initiative, M.D. Anderson committed to continue providing these services at the Department's health centers and multi-service centers.

According to the Center for Disease Control's (CDC) National Center for Health Statistics, men continue to be a medically underserved population, with huge disparities in health and access to care existing between men and women. In response to this and in order to support healthy families, CHS implemented a male reproductive health initiative with the goal of empowering males to take responsibility for their personal health and wellness. In this way, men can ultimately play a significant role in improving the overall health outcomes of their partners and families.

As part of the CHS, Area Operations Support (AOS), under the supervision of the Clinical Director, staffs the health centers, creates and maintains policies and procedures, trains staff, sets the clinic's schedules, orders medical supplies, maintains and dispenses pharmaceuticals using a Class D pharmacy. AOS is also responsible for maintaining and securing medical information and patient medical records. The medical director provides area operations support with clinical protocols, and Standing Delegation Orders, and supervises clinicians.

The CHS has a policy and procedure manual that serves as a standardized reference for all personnel involved with the administration of health care services, which include the Women's Health Program. Additionally, the Department uses Epic Electronic Health Records to document all patient visits, counseling engagements, referrals, etc.

5. Experience in administering comprehensive health care (prevention, screening, diagnostic, treatment services, and appropriate referrals, etc.). Describe your referral systems and referral resources for services not provided

The HHD, through the CHS Division provides direct public health and comprehensive clinical services that enhances the health and wellbeing of individuals in the Houston community through four health centers, and a network of health care and support services partners. The public health care centers provide direct clinical services, outreach, case management, testing, diagnostics, screening, and other support services. Some of the services, in addition to preventive care, offered at the health centers include male health, Immunizations, TB control, HIV/STD and Viral Hepatitis screening. HHD offers dental care and vision to children throughout the Houston area, in partnership with school districts.

An important part of the HHD's mission is to work in partnership with the community to promote and protect the health and wellbeing of Houstonians. In keeping with that commitment, the Department has implemented the Medicaider software on-line in the four health centers in an ongoing collaboration with three other local health organizations. The result of this partnership is a universal eligibility system for clients in Houston, Harris County and the surrounding areas that began in 2009. This universal eligibility system creates a "no wrong door entry" into the public healthcare systems for HHD, Harris County Public Health and Environmental Services, Harris Health, and the Harris Center for Mental Health and IDD. Clients presenting at any one of the four associated agencies eligibility certification sites can be simultaneously qualified for the other three agencies along with Medicaid, CHIP, CHIP Perinatal, WIC, TANF, the Women's Health Program, Titles X, and XX, as well as most other social services available to Texas residents. The universal eligibility system helps eligibility staff and community liaisons connect men, women, children, adolescents, and young adults with the family planning services specifically designed to meet their unique and individual needs.

To ensure citizens have community access to primary care services, in central west Houston, HHD partners with Harris Health services inside its La Nueva Casa de Amigos Health Center. On the eastside of Houston, HHD partners with El Centro de Corazon, a Federally Qualified Healthcare Center (FQHC) to provide primary care services including maternity at our Magnolia Health Center location. In the Fifth Ward area of Houston, HHD partners with Legacy Health Center (FQHC) to provide primary care services. In the Third Ward of Houston, HHD partners with Central Care Houston Community Health Center (FQHC) to provide primary care services to clients in that community.

Entering and succeeding in these partnerships is in line with departmental goals to improve community capacity to address health disparities and gaps in services. Through these partnerships, improved health information, data dissemination, technical support, and additional partnership development support the communities' capacity to address health disparities.

In addition to the aforementioned partnerships and in accord with its vision to create self-sufficient families and individuals in safe and healthy communities, HHD began conducting Assessment, Intervention, and Mobilization (AIM) projects in Houston, Harris County where

many of our clients live. So far HHD had touched over 235,000 homes/families in the area dispensing information and engaging in face to face conversations with citizens on topics such as family planning, recognizing and avoiding abusive relationships, talking to your partner about birth control, and mental health counseling. The activities of the AIM project are an effort to link clients with services and make sure that communities have the information they need to have healthier outcomes. The AIM project will also help make sure citizens in Houston know how to access and obtain eligibility to receive family planning services, and thus be instrumental in the efforts to promote new programs.

HHD experience in administering comprehensive health care that includes prevention, diagnostic, screening, and treatment services is demonstrated in the following services:

- community level interventions for preventing the spread of communicable disease through HIV testing, childhood immunizations and epidemiology for the investigation of disease
- prevention of chronic health problems through the Women's, Infants and Children's nutritional supplements and education
- dental services for pregnant women and children
- children's lead poisoning prevention
- regulation of food establishments
- monitoring and enforcing regulations related to air and surface water quality
- monitoring indoor air quality (for mold and asthma triggers).

Services not provided by the HHD are referred out to partner agencies that include nonprofit organizations, Federally Qualified Health Centers (FQHCs), and Harris Health primary care clinics, all of which help with enhancing access to services and to improve the health profile of residents and the city.

Congruent with eliminating health disparities and in accord with the values of teamwork and cooperation, the Department served as the lead agency for the proposed Houston Expansion of Affordable Care Act Project (HEAP), whose purpose was to provide outreach, education, and health insurance enrollment for uninsured eligible individuals and families in Houston/Harris County, Texas, and surrounding areas. As a Navigator awardee for the first two years of the ACA outreach and enrollment initiative, HHD led 20 organizations that comprised the Enroll Gulf Coast Health Insurance Marketplace Collaborative and exceeded target expectations for enrollment. The Department continues to lead this Collaborative to date.

Legal Business Name
of Respondent:

Houston Department of Health and Human Services

Curriculum Vitae Section

CEO – Department Director

Stephen L. Williams, MEd, MPA
8000 North Stadium Drive, 8th Floor
Houston, Texas 77054

Cell: (281) 799-2065
Office: (832) 393-5001

EDUCATION

Master of Public Administration, Baruch College, City University New York; New York, New York, 1986.

Master of Education, Auburn University at Montgomery; Montgomery, Alabama, 1980.

Bachelor of Arts, Sociology/Social Work, Huntingdon College; Montgomery; Alabama, 1978.

PROFESSIONAL EXPERIENCE

Director, Houston Department of Health and Human Services; Houston, Texas; July 2004
– Present.

Responsibilities include executive leadership, management and coordination for the Houston Department of Health and Human Services. HDHHS is a department with 1080 employees and a budget of more than \$97 million dollars. It functions as a full service public health department that provides an array of human services focusing on special populations such as the elderly and children. Departmental services include disease prevention and control services related to tuberculosis, HIV/STD, viral hepatitis, and immunizations; environmental services air quality control, water resources protection, consumer health and occupational health; community health services that include a network of public health preventive services clinics and human service centers, WIC, dental health clinics, children initiatives, Area Agency on Aging; and surveillance and public health preparedness functions which include epidemiology, laboratory services, pharmacy, and preparedness. The position reports directly to the Mayor.

Accomplishments:

- Developed and implemented a community model called (AIM) – Assessment, Intervention and Mobilization whereby the department has touched eight communities and over 50,000 households. Through AIM staff goes door-to-door in the Mayor's Hope neighborhoods performing assessments, linking residents to services and providing immediate follow-up.

- Collaborated and partnered with nonprofits, Federally Qualified Health Centers (FQHCs) and hospital district primary care clinics to enhance access to services for residents and improve the city's health profile.
- Spearheaded an innovative HIV testing program in 2007 for the community called HIP-HOP for HIV Awareness Campaign that targets people ages 15-40 who are less likely to access -- HIV and other sexually-transmitted disease services through traditional health-care providers. The initiative provides a safe environment to obtain health education, STD tests and treatment services. Over 20,000 have been tested in a four year period.
- Developed a program for at-risk youth in Houston high schools called "Wraparound Services". This program builds a better, healthier cadre of youth and ensure a better future for at-risk children, schools and the community at large.
- Partnered with OneSight, a Luxottica Group Foundation to improve vision and vision related, education and social factors by performing annual vision exams and providing eye wear to children age 6-18 in public schools. "Vision Partnership" has served over 12,841 students and has given 11,163 eyeglasses to children in need. "See to Succeed" pilot has served 422 students and has given 361 eyeglasses to children in need.
- Project Saving Smiles Project Initiative was developed two years ago in collaboration with partners (private dentist, UT Dental, and other universities) have donated their services free of charge to assist with this initiative with a success of 7,599, dental screenings, 23,281 dental sealants, 7,506 flouride varnishes and oral health education free of charge, targeting 2nd graders enrolled in a free or reduced lunch program.
- Department has developed over 11 community gardens and raised a total of 72 garden beds in HDHHS multi-service centers sites to serve over 2,400 local families with access to the gardens and provide education on the nutritional value that comes from eating fresh vegetables and fruits.
- Increased HDHHS immunization rates to 80%
- Under my leadership HDHHS was instrumental in starting a non-profit foundation

Executive Manager, Health and Human Services and Veteran Services; Travis County; Austin, Texas; May 1995 – June, 2004.

Accomplishments:

- Collaborated with Executive Manager of Justice and Public Safety to develop a comprehensive, multidisciplinary juvenile crime prevention strategy and substance abuse treatment strategy.
- Combined City of Austin and Travis County Human Services Contracts.

- Spearheaded the development of a strategy to reach all at risk youth by fostering collaboration across community systems-mental health, education, juvenile justice, child welfare and community based services providers (Youth and Family Assessment Center)
- Facilitated workgroup to assess mental health training curriculum for Austin Police Department and local Mental Health Authority, which resulted in report with recommendations for improvement to training of law enforcement personnel and improvements in crises intervention services.

Deputy Director, Programs and Services, Austin/Travis County Health and Human Services Department; City of Austin/Travis County; Austin, Texas; October 1993 – March 1999.

Responsibilities included management oversight of Environmental Health, Primary Health Care, Neighborhood Services, Community Services, Communicable Disease Prevention Services and Planning Assessment and Evaluation Divisions. The department with a budget of over \$104 million, more than 1100 employees and over 40 facilities ensures a broad array of health and human services to citizens of Austin/Travis County through contractual arrangements or through the direct provision of services.

Accomplishments:

- Appointed as Travis County Executive Manager for Health, Human Services and Veteran Services and received Commissioners Court and City Management approval to integrate health and human services programs and work units and to provide seamless services to clients.
- Established Day Labor Site.
- Established neighborhood liaison program (Healthy Neighborhoods).

Administrator of Public Health, City of Austin Health and Human Services Department/Travis County Health Department; City of Austin; Austin, Texas; May 1991 – October 1993.

Responsibilities included direct management oversight of Human Resources, Information Systems, Financial Services, Facilities and Strategic Planning and Development. The position also served as second to the Department Director for all departmental functions. The department, with over 700 employees and 33 facilities provide primary care, environmental health, public health and human services to citizens of Austin/Travis County.

Accomplishments:

- Facilitated a departmental reorganization, which resulted in the development of centralized management of the locally funded indigent care program; the implementation of managed care and an increased focus on community based public health/prevention services.
- Facilitated completion of first department wide strategic planning effort.

- Oversaw the timely opening of the Northeast Austin Health Center and renovation of the East Austin Clinic and Neighborhood Center.

Administrator, Community Health Services, Maricopa County, Department of Health Services, Public Health Division; Maricopa County; Phoenix, Arizona; March 1990 – May 1991.

Responsibilities included managing the administrative functions for Community Health Services programs including Maternal Child Health, Community Health Nursing, Nutrition Services, Women Infant and Children Program, Dental Clinics, Homeless Program and AIDS Services. Related responsibilities included: assisting managers with program and strategic planning; and providing technical support to bureau chiefs and managers in the areas of program development, program implementation and general administration. The Unit had a staff of 150 people and operated on a \$5.4 million dollar budget.

Accomplishments:

- Served as interim manager of a homeless program and successfully re-applied for a \$1.2 million dollar grant.
- Assisted in development of a Pregnancy Outreach Team and secured funding for the implementation of a mobile outreach unit.
- Facilitated community meetings, which launched a community, based effort to combat measles epidemic.

Acting Assistant Director, Community Development Agency (CDA); Maricopa County;

Phoenix, Arizona; March 1989 – March 1990.

Accomplishments:

- Developed and implemented an automated project tracking and monitoring system.
- Redesigned the program's organizational structure and developed appropriate job descriptions.
- Developed and facilitated sub-recipient training sessions.

Assistant to Public Health Director, Department of Health Services, Public Health Division; Maricopa County; Phoenix, Arizona; September 1985 – March 1989.

Accomplishments:

- Spearheaded planning and program development effort to maximize resources through the utilization of internal task forces to address major public health concerns.

- Redesigned the organization's structures in communicable disease control and community health to increase management effectiveness while ensuring excellent programmatic expertise.
- Established centralized personnel, planning, and staff training and development function within the Division to increase efficiency of utilization of resources and ensure equal access for employees.

National Urban Fellow/Management Analyst, Office of Management Analysis; Maricopa County; Phoenix, Arizona; July 1984 – July 1985.

Responsibilities included: performing management studies of the organization, procedures, administrative policies, practices and operations of county departments; conducting independent research studies; presenting findings of recommendations to the county manager and department heads; and evaluating recommended changes in policy, organization and procedures.

Accomplishments:

- Performed independent study of a justice of peace court and made recommendations to insure compliance with judicial review committee standards.
- Conducted survey to examine how comparable counties approached staff development and training.
- Performed studies on several county departments and made recommendations that resulted in improved effectiveness and efficiency of services.

Personnel Director, Montgomery Area Mental Health Authority; Montgomery, Alabama; May 1984 – July 1984

Responsibilities included managing the Authority's personnel function. The agency with a staff of 150 employees and a budget of \$2 million dollars is charged to deliver comprehensive mental health services to a three county catchment area in central Alabama.

Accomplishments:

- Initiated and completed a reclassification of all positions in the agency.
- Developed a more equitable personnel classification system, which eventually led to cost savings and the reinstatement of merit increases that had been frozen for five years.
- Collaborated with the agency director on a structural reorganization plan, which was later implemented.

Director, Day Treatment, Montgomery Area Mental Health Authority; Montgomery, Alabama;

May 1981 – May 1984.

Responsibilities included managing the administrative and clinical operations of the Authority's partial hospitalization program for the chronically and acutely mentally ill. The program was staffed with five professional counselors and one clerical support person.

Accomplishments:

- Developed a model treatment program and assisted in development of day treatment services at other mental health centers in Alabama.
- Served as a mental health consultant to the local Salvation Army.
- Redesigned program structure and expanded services to provide a more effective therapeutic program for participants.

Therapist, Montgomery Area Mental Health Authority; Montgomery, Alabama; May 1979 – May 1981.

Accomplishments:

- Initiated the formulation of maximum caseload limits to insure effective treatment.
- Developed a group to provide treatment to hard-to-reach young adults.
- Participated in clinical supervision in the American Association of Marriage and Family Therapist to increase clinical competency.

Other Related Positions

Counselor, Day Treatment, Montgomery Area Mental Health Authority; Montgomery, Alabama; January 1978 – May 1979.

Resident Supervisor, Transitional Services, Montgomery Area Mental Health Authority; Montgomery, Alabama; June 1977 – January 1978.

Social Work Associate, V.A. Medical Center, Veterans Administration; Montgomery, Alabama; January 1977 – June 1977.

Counselor, Alabama Youth Services, Mt. Meigs Campus, State of Alabama; Mt. Meigs, Alabama; June 1975 – January 1977.

Professional Awards and Honors

National Urban Fellowship

Executive Leadership Institute (National Forum for Black Public Administrators)

Phi Alpha Alpha (Baruch College, Academic Achievement in Public Administration)

Boards and Professional Affiliations:

Texas Association of Local Health Officials (President, Chair Legislative Committee, Past President)
Harris County Healthcare Alliance (Board Member, Treasurer)
Harris County Systems of HOPE (Board Member, President)
American Public Health Association (Member, Governing Council Board)
National Commission on Prevention (Member)
Texas AgriLife Extension Services (Member, Urban Advisory Board)
Houston/Harris County Homeless Coalition (Member, Board of Directors, Chair Planning Committee)
National Association of County and City Health Officials (Member)
National Forum of Black Public Administrators (Chair, National Obesity Committee, Past Chapter President, Central Texas and Central Arizona Chapters)

References are available upon request

BENJAMIN H. HERNANDEZ
 8000 N. Stadium Dr. Houston, TX 77054
 Benjamin.Hernandez@houstontx.gov
 832-393-5053

Education

2007	RICE UNIVERSITY, JONES GRADUATE SCHOOL OF BUSINESS Master of Business Administration	HOUSTON, TX
2005	RICE UNIVERSITY Bachelor of Arts in Political Science	HOUSTON, TX

Experience

2008-current	HOUSTON DEPARTMENT OF HEALTH AND HUMAN SERVICES Chief Financial Officer	HOUSTON, TX
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Oversight of \$150 million public health combined annual budget, including \$60 million in grant funds. Management responsibility for 100 staff members supporting organization's budget and finance operations, human resources, grants management, facilities and fleet, contracts and procurement, performance management, and the Houston Health Foundation.

Deputy Assistant Director

Serve in an executive role supporting the Director of the Health and Human Services Department, including representing the Director's interest internally and externally on management, professional, financial or administrative matters. Management responsibility for the Office of the Director, Office of Performance Management, and the Houston Health Foundation.

Director, Office of Performance Management

Management of a team overseeing departmental performance, management analysis, quality assurance, and risk mitigation. Responsible for the successful implementation of solutions developed by the team to improve departmental operations and the creation and maintenance of the department's financial and operations dashboard tracking over 500 performance indicators.

Senior Staff Analyst

Responsible for communicating with division staff to develop an understanding of respective programs and activities to summarize relevant issues and progress to the Director. Regularly communicated with Department's executive staff to increase cross-division communications and collaboration. Led out business improvement analysis to increase department efficiency. Served as the liaison to the Department's fellowship program and evaluated program's progress and opportunities for improvement.

2005-2008	CITY OF HOUSTON, CITY HALL Policy Agenda Director, City Council District	HOUSTON, TX
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Analyzed and developed policy for elected official based on feedback from relevant stakeholders. Interacted with numerous public officials and agencies at the local, state, and federal levels and met with community stakeholders of policy issues or contracts to be voted on by the City Council. Served as the elected officials' representative during Council briefings, committee meetings, working groups, and reviewed contracts, budgets, and policies of city

departments. Advised on policy issues pertaining to public safety and social wellbeing of the community.

Organizations

American Public Health Association
Executive Board Member, Finance Committee, and Committee on Social Responsibility

National Association of City and County Health Officials
Member of Finance Committee and Audit Committee

The Beacon Day Center
Board Member and Executive Committee

Association for the Advancement of Mexican Americans
Board Member and Executive Committee

German Marshal Fund
2016-2017 Marshal Memorial Fellow

Personal

Languages: Spanish (fluent oral and written)

CURRICULUM VITAE – Medical Director

Luther Harrell, Jr., M.D.

General Information

Birthplace: Nashville, TN

Education

Meharry Medical College 1972 - 1976

Nashville, TN

Degree: Doctor of Medicine (M.D.)

Fisk University 1968 - 1972

Nashville, TN

Degree: Bachelor of Arts (B.A.)

Internship

Homer G. Phillips Hospital 1976 - 1977

St. Louis, MO

Flexible Internship

Residency

St. Louis City Hospital 1979 - 1980

St. Louis, MO

Chief Resident in Obstetrics & Gynecology.

Homer G. Phillips Hospital 1977 - 1979

St. Louis, MO

Resident in Obstetrics & Gynecology

Awards

March of Dimes 1989

Houston, TX

Community Service Award

Meharry Medical College 1973 - 1975

Nashville, TN

Jessie Noyes Award in Obstetrics & Gynecology

Meharry Medical College 1973

Nashville, TN

Research Fellow, Department of Physiology

Professional Experience

Chief Physician Neighborhood Services Division <i>Houston Department of Health & Human Services</i>	1999 - present
Staff Physician La Nueva Casa de Amigos Health Center <i>Houston Department of Health & Human Services</i>	1997 - 1999
Staff Physician Sunnyside Health Center <i>Houston Department of Health & Human Services</i>	1990 - 1996
Medical Director Sunnyside Health Center <i>Houston Department of Health & Human Services</i>	1989 - 1990
Interim Assistant Director Personal Health Services Division <i>Houston Department of Health & Human Services</i>	1988 - 1989
Medical Director Lyons Health Center <i>Houston Department of Health & Human Services</i>	1987 - 1988
Acting Medical Director and Part-time Physician Lyons Health Center <i>Houston Department of Health & Human Services</i>	1986 - 1987
Private Practice of Obstetrics & Gynecology Houston, TX	1981 - 1986

Professional Positions

Vice Chairman, Department of Obstetrics & Gynecology St. Elizabeth Hospital <i>Houston, TX</i>	1985 - 1986
Medical Staff Secretary Riverside General Hospital <i>Houston, TX</i>	1983 - 1984
Treasurer Houston Medical Forum <i>Houston, TX</i>	1984 - 1985

Licensure

Texas	1981 - current
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A p p o i n t m e n t s

Board of Directors

1996 - 1997

Greater Houston Area Health Education Center

**Health Information and Research Sector Officer –
Houston Medical Strike Team**

1999 - 2002

**Community Advisory Committee -
High School for Health Professions**

2000

P r o f e s s i o n a l O r g a n i z a t i o n s

American Public Health Association

Curriculum Vitae – Clinical Director

ALGIA JACKSON HICKENBOTHAM
6934 Russelfield Lane
Houston, Texas 77049
832-393-4874
algia.hickenbotham@houstontx.gov

Registered Nurse
Licensed to Practice in the State of Texas

OBJECTIVE To secure a position as a Registered Nurse/Manager in a progressive health care environment that promotes continued professional and educational growth.

PROFESSIONAL

EXPERIENCE:

07/05-Present	<i>Houston Department of Health and Human Services</i> Division Manager, Health Center Operations Oversees and manages the operational activities at seven health centers including productivity and waiting times. Develops, revises and reviews policies and procedures for health center operational processes. Oversees the activities for clinic and client access to services in the division of Neighborhood Services; oversees the effective delivery of nursing services for the department, including training and orientation for clinical and ancillary staff.
12/98 – 07/05	Program Administrator, Nursing Services Responsibilities: Planned and directed nursing services, including staffing and evaluating; provided professional leadership in establishing criteria for nursing staff selection and orientation; coordinated continuous quality improvement activities for nursing and clinical operations; served as the consultant for health center staff and other program areas; initiated budget preparation and forecasting for more than 150 nursing positions; collaborated with community agencies, pharmaceutical representatives, vendors, local government agencies and political advisory groups in making recommendations for preventive health care in the community. Developed program planning and training to prepare nursing staff for bioterrorism and emergency preparedness.

11/93 – 12/98

Public Health Nurse IV – Immunization Bureau Coordinator

Responsibilities: Planned and coordinated all immunization activities for Immunization Bureau; Managed the supervisors of the Mobile Immunization Team, Inner City Project, Hepatitis "B" Program, and provided assessment of Outbreak Control; provided consultation to the health care community and general public. Developed educational training programs for onsite and offsite nursing staff, local school districts and community groups to improve immunization rates for the Houston community. Collaborated with physicians and office staff in implementing vaccine programs and usage of vaccine in the private sector. Monitored and managed federal grant expenditures totaling more than 2.5 million dollars.

3/89 – 11/93

Public Health Nurse III – Clinical Coordinator

Responsibilities: Supervised the level of ancillary nursing personnel in an effort to keep nursing standards at an optimum level; coordinated nursing services in designated areas such as immunizations, maternity, family planning, child health and TB.

1/84 – 3/89

St. Luke's Hospital, Houston, Texas
Operating Room Staff Nurse

Responsibilities: Comprehensive nursing care of the surgical patient; prepared and coordinated activities of assigned room; provided direct assistance to surgeon (scrub role); orientation and training of new employees.

**AFFILIATIONS AND
AWARDS:**

Member, Texas Medical Center, Council of Nurse Executives, 1998 to present
Member, Houston Area Immunization Coalition, 1993 to 2000
Member, American Public Health Association, 1995 to present
Member, Association of Women's Health, Obstetric and Neonatal Nurses, 2005 to present
Presenter, Texas Department of Health Immunization Conference, October 1998
Participant, Episcopal Health Charities Grant, Houston School-Based Adolescent Hepatitis B Immunization Initiative, 1998 to 2000
Chair, Houston Area Immunization Coalition Physician's Seminar, 1996-1997
Project Director, Texas Department of Health Title V Population Based Program, BabyNet Project, Houston

Department of Health and Human Services (HDHHS), 11/98-8/01

Presenter, Immunization Update 2000: Collaborating To Improve Immunization Rates, Houston TX, July 2000

Participant, American Public Health Association Annual Conference,

Boston, MA, November, 2000

Recipient, 2000 Regional Leadership In Continuing Nursing Education Award, Texas Department of Health

Recipient, 2001 Texas Woman's University Great 100 Nursing Alumni Award

Recipient, 2002 Regional Leadership In Continuing Nursing Education Award, Texas Department of Health

Presenter, American Public Health Association Annual Conference, Washington, DC, October 2007

Recipient, 2009 Houston Department of Health and Human Services (HDHHS) Employee Annual Recognition for Innovations and Improvements in Nursing Services

Recipient, 2011 American Public Health Association (APHA), Lillian Wald Service Award from Public Health Nursing Section, Washington, DC

EDUCATION:

1990-1991 **UNIVERSITY OF TEXAS**, Health Science Center, Houston, Texas.
Post Graduate Study: 6 hours in Graduate School of Nursing

1988 **TEXAS SOUTHERN UNIVERSITY**, Houston, Texas.
Master of Education in Educational Administration

1983 **TEXAS WOMAN'S UNIVERSITY**, Denton, Texas
Bachelor of Science in Nursing

CERTIFICATION:

1998-present **AMERICAN NURSES CREDENTIALING CENTER**
(ANCC)
Community Health Nursing

PROFESSIONAL

ORGANIZATIONS:

American Public Health Association
Texas Public Health Association
Houston Organization of Nurse Executives (HONE)
American Nurses Association
Texas Nurses Association
Alpha Kappa Alpha Sorority, Inc.

PERSONAL:

Married, good health. Enjoys playing piano, traveling and reading. Enjoys viable social interaction with people of diverse cultural backgrounds as well as volunteering time and talent for civic/community involvement projects targeting youth groups.

FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of Respondent:

Houston Health Department

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$ 1,220,2100.00
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Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intents to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Proposed Number of Clinical Clients to be Served:	16,500
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FORM I: WORK PLAN

Support Service: Assisting eligible women with enrollment into the HTW Fee for Service Program:

Program Administration and Management:*a. Identify the services it proposes to provide:*

Identify and assist eligible women with enrollment into the Healthy Texas Women (HTW) Program. The Houston Health Department (HHD) through its Community Health Services Division (CHS) will screen and enroll eligible women into the HTW Program.

b. Identify the Priority Population to serve;

The efforts of the HHD as it pertains to this proposal will be concentrated on identifying and enrolling women currently uninsured, those from hard to reach populations, and those in vulnerable at-risk populations, including areas with high concentration of eligible immigrants. Efforts will also focus on uninsured teens and young women, as they contribute a significant number of uninsured to this priority group. The HHD will place particular focus on 15 ZIP codes identified as having the highest rates of uninsured within Houston/Harris County. These are identified in figure 1 map (please refer to the Executive summary).

c. (Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities)

The Houston Health Department is divided into several divisions, each of which has specific functions. Each division is further divided into bureaus and sections. In order to achieve service delivery and policy-making as it applies to this proposal, the following workforce and support systems are available;

- **Office of Administrative Services** – responsible for overall human resources, budget, business management, grants, contracts, and facilities for the Department.
- **Office of Program Support** – responsible for working with specific bureau and area grants, programs, and sub-contracting agreements. This office will have financial management and administration duties on the budget for this program, as well as assist with human resources needs in support of this program's objectives.
- **Office of Information Technology** - responsible for communication operations, systems development and systems support. This office provides technical support with systems set-up for remote and local access as well as with enrollment systems.
- **Community Health Services** – responsible for health and multi service centers operations, as well as the Bureaus of immunizations, TB Control, HIV/STD, Viral Hepatitis and Reentry, and Human Services. The Human Services Bureau will provide program management and supervision of the HTW program including eligibility and

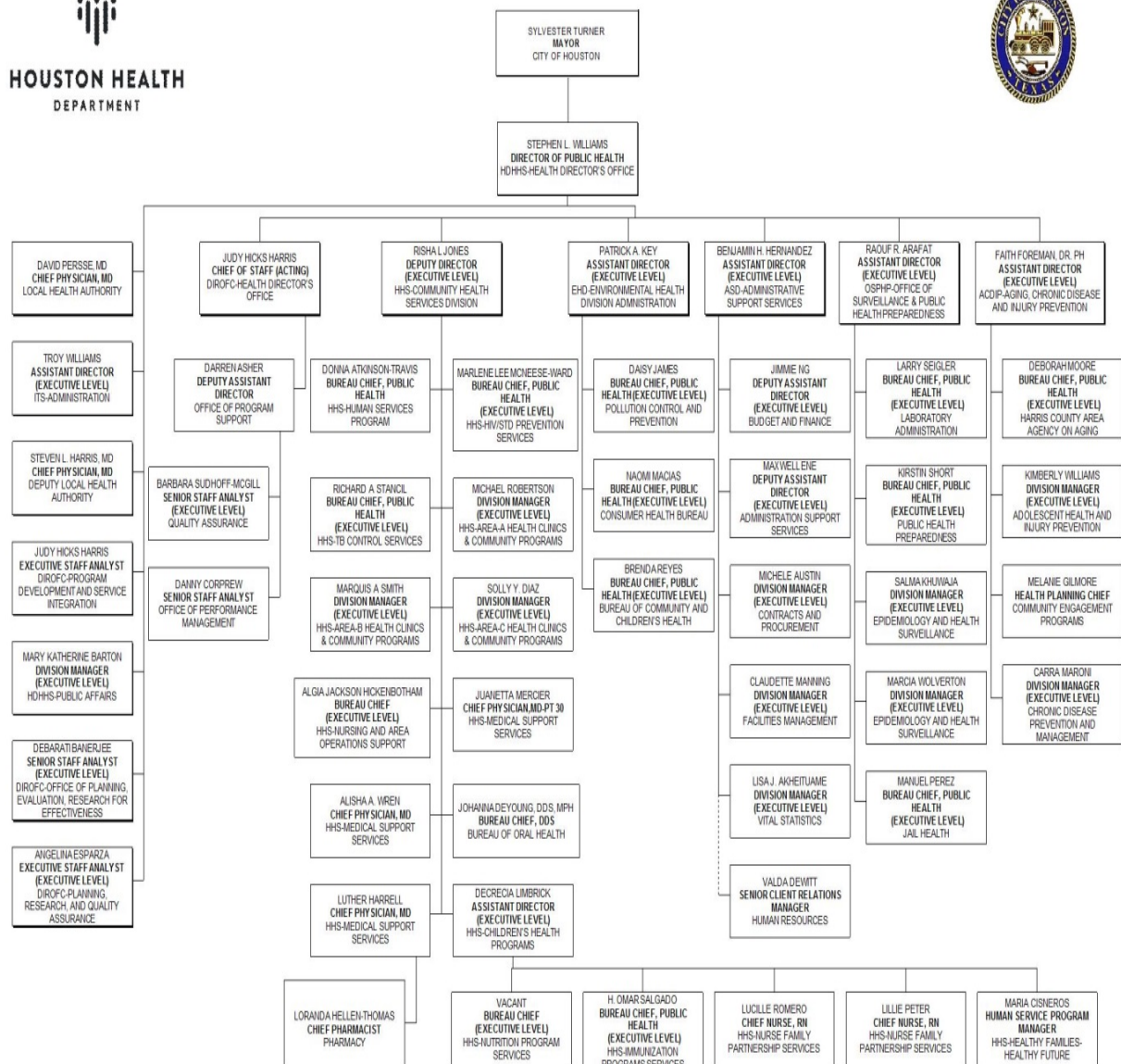
enrollment, client and community based training and educational activities related to the HTW Program, in-reach and outreach activities.

- **Office of Performance Management** – responsible for the Quality Assurance, including policy-making, quality assurance, and continuous improvement of the agency in general and this program in particular.

d. Include a copy of the Institutional Review Board's approval if the respondent is currently conducting research on individuals who receive services through any HHSC-funded programs;

N/A

e.



f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians;

Medical Director (Chief Physician)

Clinical/Program Director (Bureau Chief - Exe Lev)

Human Services Bureau Chief (Bureau Chief – Exe Lev)

Clinicians: Public Health Nurse IV

Clinic Assistant

Human Service Program Manager

Senior Public Health Educator

Public Health Educator

Customer Service Representative III (Eligibility)

Senior Account Clerk (Billing)

(see job descriptions starting on page 99)

- g. Describe how respondent will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to patients throughout the contract term.***

HHD currently provides universal (local, state, and federal) eligibility support services to Houston, Harris County, and surrounding area residents for access to care. This eligibility support creates a “no wrong door entry” into the public health systems of HHD, Harris County Public Health and Environmental Services, Harris Health, and the Harris Center for Mental Health and IDD. Eligibility workers screen, provide application assistance, and certify potential enrollees. Five eligibility workers will provide enrollment support to 11,250 patients per year; this equates to 2,250 per eligibility worker. The Human Services Bureau will be responsible for monitoring and working closely with assigned staff in the Administrative Services Office to ensure budget is managed for effective provision of support services to the patients throughout the term of the contract.

Quality Assurance/Quality Improvement:

- a. Quality Assurance/Quality Improvement**

The Houston Health Department Quality Council (Council) is tasked with improving the quality of care for clinical services provided to our patients regardless of service or program. The Council’s scope of work has been expanded to meet the Public Health Accreditation Board’s standards of performance management and the integration of accreditation efforts throughout the department. The Council will also review and monitor compliance with the Texas Department of Health Services and the Texas Department of Health and Human Services Commission requirements for clinical, dental and Women, Infant and Children Program (WIC) programs. Council makes recommendations regarding remedies, providing guidance to department quality improvement efforts and performance measures. The Council members include the Chief Physician of Community Health Services Division (CHSD) who is also the Medical Director for Family Planning. Other members of the Council are the Laboratory Director, WIC Director, Chief Pharmacist, Chief Dentist, Bureau Chief of Area Operations Support (AOS) and the chair who is also the Public Health Authority.

The Quality Assurance Committee (QAC) is a subcommittee of the Council and under the guidance of the Council, ensuring compliance with quality requirements and development of QI performance measures. The QAC members are the subject matter experts and designated QI Liaisons from their respective division/ program areas. The QAC provides guidance regarding the development of quality improvement measures, reviews department QI/QA policies and projects. Upon approval, QI policies and procedures are forwarded to the Council for review and final approval. These experienced subject matter experts are directly involved in QI initiatives within their programs and areas.

Division level Quality Improvement committees and teams are established within the department, these are also subcommittees of the Council. They are responsible for reporting all activities to the QAC and Council. Community Health Services Division (CHSD) has established a department level QI team and plan. Members include CHSD Chief Physician, AOS Bureau Chief, Quality Improvement Coordinator/Privacy Officer and Staff Analyst. Other subject matter experts are added as needed.

Houston Health Department
Community Health Services Division Quality Improvement Team

Title	Name	Qualifications
Chief Physician,	Luther Harrell, MD	Doctor of Medicine: Obstetrics and Gynecology, over 30 years medical practice in public health family planning health centers, over 30 years developing clinical protocols, orienting and training clinical staff, developing and performing quality improvement activities. Voting member of the Quality Council.
Bureau Chief, Area Operations Support	Algia Hickenbotham, M.Ed,RN,	Master's Degree in Education Administration, Bachelor of Science in Nursing, over 20 years managing the operational activities in public health centers including the clinic operations and client access to services. Over twenty years overseeing the effective delivery of nursing services including orientation, training and quality improvement. Voting member of the Quality Council.
QI Coordinator, Privacy Officer	Carolyn Sebile, MPH, RHIA, CHPS	Master's degree in Public Health, over thirty years' experience in public health delivery services including extensive experiment in quality improvement. Twenty years developing quality assurance abstract and auditing tools for clinical services, coordinating physician and nursing quality assurance activities. Certification in Healthcare Privacy and Security. Voting member of the Quality Assurance Committee.
Staff Analyst, QI and Compliance	Ereka Washington Phillp, BS	Bachelor's degree in Social Work/Criminal Justice, three years developing and revising various program policies, audit tools and procedures for the division. Three years providing quality management and oversight to the HIV/STD and Viral Hepatitis Prevention Program. Eight years developing training programs and providing staff training on QI, Child Abuse Prevention and Intimate Partner Violence. Member of the Quality Assurance Committee.

b1. The Medical Director for Family Planning Services, Dr. Luther Harrell, MD, is one of the Chief Physicians in the Community Health Services Division. Dr. Harrell is a voting member of

the Council. He is also the Subject Matter expert for clinical family planning services. He writes all clinical guidelines, policies and standard operating procedures, protocols and Standing Delegation Orders. Dr. Harrell participates as the auditor for Family Planning clinical services during at least 2 medical record reviews annually and the annual Mock audit. He provides orientation and training for clinical staff working in family planning clinics. Direct observation and competency check offs are tools used by Dr. Harrell to document compliance to written protocols and national family planning standards.

b2. The primary activities used to identify trends and problems are the biannual record reviews and the annual Mock Audit. The record reviews are conducted in the spring and fall of each year. Electronic records are audited for all programs by Subject Matter Experts. In addition to the review of clinical standards, abnormal laboratory follow-up and Child Abuse Screening and Reporting are routinely reviewed. Summary results are presented to QAC and the Council. These results are provided and discussed with health center management and also posted on the Council's dashboard for public review.

b3. Corrective Action Plans (CAP) are generated by the clinic or program management team and along with input from Subject Matter Experts when Record Reviews and Mock Audits yield a result of less than 86% accuracy. CAPs are submitted to the CHSD QI Coordinator within 4 weeks of the review or audit. Corrective action activities and follow-up must be completed within 90 days. Findings identified as critical such as those involving patient safety must be addressed immediately. Findings are broken down into causes and/or contributing factors. Corrective activities are developed, documented and implemented to address the causes of the findings. CAPs include Findings, Correction Actions, Monitoring, Responsible Persons, Target Dates, Date Completed and Attachments/References. The QI Coordinator monitors and maintains all CAPS. Subject Matter Experts may require Deficiency Audits (return audits after 90 days) based on the severity of the findings and completion of the CAP.

b4. Client Satisfaction: Client satisfaction surveys are completed biannually in English and Spanish. Paper surveys are disseminated to all patients at each health center and multi-service center. Patients are informed that their input will be used to improve services. Results are tabulated and analyzed by the AOS staff. Survey results are provided to responsible managers, the Deputy Director and the Quality Council for analysis and action. The 2015 Satisfaction Survey was designed to gauge clinical performance and patient's satisfaction with services they receive from health centers and units. Ratings were obtained for the Front Desk Staff, Clinical Staff, and receipt of After Visit Summary, Hours of Operations, Cost of Services, Timeliness of Services, Facility and Neighborhood Concern.

b5. Adverse Outcomes: Houston Health Department staff working in a clinic setting or performing clinical work in the field where their actions directly impact patients abide by the Adverse/Sentinel and Near Miss Event Monitoring and Reporting Policy. This policy also applies to all programs and services which have direct interaction with patients whereby a procedure or service could result in an adverse event. We define an Adverse Event as an untoward occurrence, iatrogenic injury, or avoidable/unavoidable complication associated with the provision of care or services. Examples include, but are not limited to: Medication Error,

Unpredictable allergic reaction to medication, and oral contraceptive pill associated thrombophlebitis requiring hospitalization.

- The HHD staff will report all adverse events to their Manager or Chief Nurse as soon as they become aware of the event.
- The Manager or Chief Nurse completes the Adverse Event form and Correction Action Plan, if applicable. These documents will be emailed to the Division's QI Coordinator or QI Liaison within 48 hours.
- The QI Coordinator or Liaison will forward and review all documentation to the Assistant Director. The Assistant Director will make the final decision on disciplinary actions recommended by managers/chief nurses.
- The QI Coordinator/Liaison will forward all documentation to the Quality Council.
- The Council will maintain documentation and monitor all Adverse Event reports to identify trends and events across the entire department.

b6. Protocols and Standing Delegation Orders are reviewed and signed annually by the Chief Physician. They are included in the Female Reproductive Health/Male Reproductive Health Clinical Practice Guidelines/Clinical Policies and Procedures for Advanced Practice Registered Nurses, Physicians and Physician Assistants. These protocols are systematically developed and updated to help improve the quality and consistency of care. They are designed to provide an optimum level of patient care and are used to promote and ensure standardization in clinical practice throughout the Houston Health Department health centers. The Chief Physician and Chief Nurses perform observational audits to ensure compliance to protocols. Biannual medical record reviews are also utilized to ensure compliance and identify quality improvement needs. In addition, staff must sign acknowledgement forms indicating receipt of Protocols and Standing Delegation Orders. These forms are maintained by the Area Operations Support Nursing Services.

Professional Development:

a. Describe how respondent will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and

Orientation and in-service training will be provided to all project staff for skills development; health center, outreach and education staff will participate in cultural competency and communication training at least once per month. The Houston Health Department uses HEAR as an employee evaluation tool. This tool allows management to input specific staff development plans and requirements for each individual employee based on classification and role, including all health care professionals. Additional training in support of HTW Program will be required for all healthcare professionals and staff working in this program. Staff will attend all HHSC required training and relevant conferences.

b. Identify staff, including job titles that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.

Staff engaged with efforts related to HTW Program will be required to attend HHSC required and appropriate training. This staff will include, but will not be limited to:

Human Services Client Access Program Manager (Eligibility)

Human Services Program Manager (Family Planning)

Customer Service Representative III (Eligibility)

Senior Account Clerk (s)

Health Center Front Office Staff

Public Health Educators

Recruitment:

Describe how respondent will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

The HHD will ensure first in-reach education on HTW to internal programs, including HIV/STD clinics, Women, Infants and Children (WIC) centers, the Nurse Family Partnership, Healthy Families, AIM project workers, and the Multiservice Centers, where patients will be identified and appropriately referred to our client access specialist for HTW and or clinic services. Outreach and education to the priority population will be accomplished through external partnerships with local community colleges, universities, schools, churches, and other community based organizations where reproductive health and contraceptive education, eligibility, enrollment, and clinic referrals will be provided.

Long-Acting Reversible Contraception (LARC) Usage:

a. Describe which LARC methods will be provided at respondent's clinic(s) and which LARC methods will be provided by referral only;

The HHD healthcare centers provide the following Long Acting Reversible Contraceptive methods: IUD, Implant, and the contraceptive Injection –Depo-Provera.

b. Describe efforts respondent will use to educate patients about LARC usage and efforts to increase LARC utilization rates in the Priority Population;

As part of a Standard Operating Policy governing family planning services in the HDD healthcare centers all patients must receive education prior to selecting a contraceptive method. Additionally, clinical staff provides *Reproductive Life Planning (RLP)* and contraceptive counseling to family planning patients during initial visits or as required. In addition to these, the Human Services Bureau provides as part of Family Planning and Reproductive Health Education services, education and information on contraceptive methods, beginning with the most effective methods, which comprise LARCS. Contraceptive education will be provided using a client-centered approach with motivational interviewing techniques which facilitate intrinsic motivation to help change behavior and support adherence. Patients will also be supported in the creation of a *Reproductive Life Plan* during these outreach and education encounters. The HHD is aware that uptake in LARC utilization is highly contingent on provider knowledge, and education on LARCS **provision** as well as the costs of LARC devices and lack of education, which act as a barrier for patients <http://www.ncbi.nlm.nih.gov/pubmed/25314089>. As such, all

existing HHD healthcare professionals have had extensive training in LARC application. LARCS are provided to patients at little or no cost at our healthcenters, and we continue to educate patients on the benefits of LARCS through encounters with healthcare professionals as well as our family planning education team. The HHD will continue to educate and provide LARCS to eligible patients under HTW. The acquisition of this funding will enable HHD to reach a larger number of women with the help of additional educators.

The Human Services Bureau through its Family Planning team and with support from this grant will expand outreach efforts to include partnerships with community colleges, and local universities, schools, churches, and other community organizations to provide education in family planning and contraception. These efforts will invariably include information on LARCS as the most effective methods, as well as eligibility information and referrals for HTW and our clinical services which include low to no-cost contraceptives, including LARCS.

c. Describe professional development opportunities that respondent will employ for staff related to LARC utilization and education.

The medical director will be responsible to ensure all clinical staff attends professional development trainings, including updates related to LARC utilization and education. Human services will be responsible to ensure all education and outreach staff attends training and updates on LARC education.

For each program component, respondent must propose at least one goal and corresponding objective to achieve the goal(s) including describing the associated activities for meeting the goal. Respondent must:

- a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period;**
- b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;**
- c. Indicate the name or position of the person primarily responsible for ensuring completion of each activity;**
- d. Define the time frame for accomplishing each objective/activity.**
- e. Describe in specific terms how respondent will evaluate each activity. For example, “client services data, pre/post assessments of educational sessions, client interviews/surveys, etc.”**

Program Administration and Management

Goal: To assist 50 % of women presenting at health and multi-service centers with enrollment into the Healthy Texas Women Fee for Service Program. These are uninsured women 15-44 who are at or below 200% of FPL.

Objective: To ensure more uninsured women ages 15-44 who are at or below 200% of the FPL have access to women’s health and quality family planning services.

Activities:

- All uninsured and presumptively eligible women presenting at health-centers will be referred to in-clinic eligibility staff for screening.
- All uninsured and presumptively eligible women presenting at HHD multi-service centers will be referred to in-clinic eligibility staff for screening.
- All uninsured and presumptively eligible women presenting at HHD health and multi-service centers will be screened for eligibility and submitted for certification to HTW Fee-for Service Program

Measurement:

- Data from Ahlers on the number of unduplicated patients serviced will be used to measure against the number of patients in Verity to determine the percent of those referred to eligibility and screened for HTW Fee-for-Service Program.

Staff responsible: Clinic front desk and registration staff, client access, and care coordination staff at multi-service centers.

Completion date: On or before August 30, 2017.

Quality Assurance/Quality Improvement

Goal: Monitor the referral process that gets uninsured patients from registration, multi-service centers and care coordination to eligibility screening in health centers.

Objective: To ensure all identified staff are making appropriate referrals to eligibility screening for HTW Fee-for-Service Program

Activities:

- Review of quarterly reports of number of patient presenting at health centers, number of uninsured and HTW-eligible patients, and number of patients screened.
- Secret shopper activities to test staff completion of referral, eligibility and screening at health centers and multi-service centers.
- Identification of service or referral gaps and training reinforcement as necessary

Measurement: Achieve an 80 % in clinic referral to eligibility screening for HTW Fee-for Service Program

Staff responsible: Human Service Program Manager

Completion date: On or before August 30, 2017.

Professional Development

Goal: To train all health center and multi-service center administration, front desk, registration, and care coordination staff understand the flow and requirements for uninsured patient referrals.

Objective: To ensure as many uninsured women ages 15-44 who are at or below 200% of the FPL presenting to HHD facilities are referred to be screened for HTW Fee-for Service Program eligibility.

Activities:

- Train all health centers, multi-service center client access, and care coordination staff on HTW program.
- Train all health centers, multi-service center client access, and care coordination staff on effective customer engagement and service skills.
- Train all eligibility staff on HTW eligibility and application, as well as Medicaid program.

Measurement: Pre and post-session evaluations will be administered to determine knowledge attainment.

Staff responsible: Human Service Program Manager & Customer Service Supervisor.

Completion date: On or before August 30, 2017.

Recruitment

Goal: To inform and educate HHD internal Bureaus and programs on HTW Program and enrollment efforts

Objective: To ensure all client-facing programs are familiar with HTW program and to encourage referrals for eligibility screening of uninsured, presumptively eligible women

Activities:

- Informational sessions and overviews provided to internal Bureaus and programs during, staff or departmental meetings, and scheduled engagements.

Measurement: All CHS Bureaus - Immunization, HIV/STD and Viral Hepatitis, and TB Control will receive an overview of HTW Program the end of which an assessment will be provided to determine participants understanding and comfort level with providing information related to the Program and HHD's efforts.

Staff responsible: Senior Public Health Educator

Completion date: On or before October 31, 2016.

Long-Acting Reversible Contraception (LARC) Usage

Goal: To ensure all staff engaged with HTW Program is familiar with information on LARC methods provided at HHD health centers.

Objective: To ensure staff is informed and can answer to the available LARC methods provided at HHD health centers; given that LARCs are a significant component of the HTW Program.

Activities:

- All staff will receive medically accurate information during HTW Program training on available LARCs provided at HHD health centers.
- All staff will be provided with Title X approved LARC material to enhance knowledge and familiarity with methods.

Measurement: Pre and post training assessment will inform on program staff understanding and comfort with LARC methods.

Staff responsible: Human Service Program Manager, Senior Public Health Educator, staff Supervisors.

Completion date: By August 31, 2016.

Support Service: Provide outreach and education services with the goals of increasing reproductive health and family planning services while increasing knowledge and clarifying misinformation regarding LARCs.

Program Component 1 - Program Administration and Management

a. Identify the services it proposes to provide;

Expand outreach and education services to women ages 15 to 44 providing family and reproductive health planning and counseling support while educating on the use of LARCs. Barriers to LARCs use have been identified to include lack of knowledge and misinformation on the part of women (http://www.fpnsf.org.au/promoting_the_use.pdf). Outreach and education will be geared at increasing knowledge and clarifying misinformation regarding LARCs. Efforts will be expanded through internal departments, i.e. WIC, Nurse Family Partnership, HIV/STD, My Brother's Keeper Program, the Adolescent Health and Injury Prevention program; and through partnerships with external organizations including community colleges, churches, schools, and other community-based organizations.

b. Identify the Priority Population to be served;

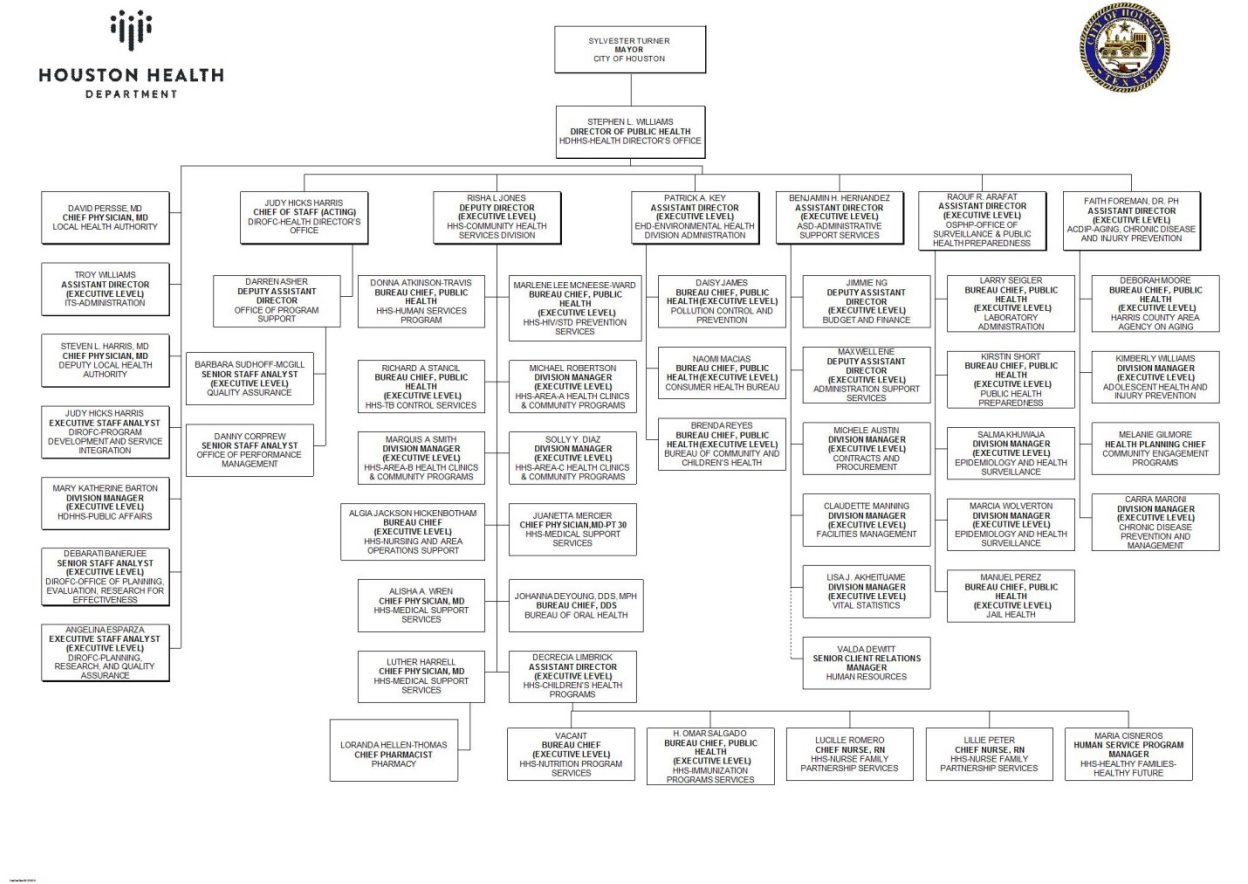
The outreach efforts of the HHD as it pertains to this proposal will be concentrated in areas with high concentration of uninsured women, those from hard to reach populations, and those in vulnerable at-risk populations. Efforts will also focus on uninsured teens and young women, as well as on those in contiguous areas with little or no access to adequate reproductive health and/or contraceptives, particularly college students.

c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;

The Houston Health Department is divided into several divisions, each of which has specific functions. Each division is further divided into bureaus and sections. In order to achieve service delivery and policy-making as it applies to this proposal, the following workforce and support systems are available:

- **Office of Administrative Services** – responsible for overall human resources, budget, business management, grants, contracts, and facilities for the Department.
 - **Office of Program Support** – responsible for working with specific bureau and area grants, programs, and sub-contracting agreements. This office will have financial management and administration duties on the budget for this program, as well as assist with human resources needs in support of this program’s objectives.
 - **Office of Information Technology** - responsible for communication operations, systems development and systems support. This office provides technical support with systems set-up for remote and local access as well as with enrollment systems.
 - **Community Health Services** – responsible for health and multi service centers operations, as well as the Bureaus of immunizations, TB Control, HIV/STD, Viral Hepatitis and Reentry, and Human Services. The Human Services Bureau will provide program management and supervision of the HTW program including eligibility and enrollment, client and community based training and educational activities related to the HTW Program, in-reach and outreach activities.
 - **Office of Performance Management** – responsible for the Quality Assurance, including policy-making, quality assurance, and continuous improvement of the agency in general and this program in particular.
 - **Adolescent Health and Injury Prevention** – this division will be instrumental in supporting outreach activities to teens through its Youth Advisory Council.
- d. Include a copy of the Institutional Review Board’s approval if the respondent is currently conducting research on individuals who receive services through any HHSC-funded programs; and*
- e. N/A*

e.



f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and

Medical Director (Chief Physician)

Clinical/Program Director (Bureau Chief - Exe Lev)

Human Services Bureau Chief (Bureau Chief – Exe Lev)

Clinicians: Public Health Nurse IV

Clinic Assistant

Human Service Program Manager

Senior Public Health Educator

Public Health Educator

Customer Service Representative III (Eligibility)

Senior Account Clerk (Billing)

g. Describe how it will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to patients throughout the entirety of the contract term.

Key personnel within the Department will be identified and assigned responsibilities for the design, implementation, and monitoring of the HTW program budget in order to ensure provision of support services to the patients throughout the term of the contract. The Human Services Bureau will be responsible to work with assigned staff in the Administrative Services Office in designing the budget. The Office of Programs Support will work closely with the Human Services Bureau to manage and monitor the HTW budget. Key staff will be assigned to this project and will work closely with the Human Services Administrative Manager to ensure proper budget management.

Quality Assurance/Quality Improvement

a. Quality Assurance/Quality Improvement

The Houston Health Department Quality Council (Council) is tasked with improving the quality of care for clinical services provided to our patients regardless of service or program. The Council's scope of work has been expanded to meet the Public Health Accreditation Board's standards of performance management and the integration of accreditation efforts throughout the department. The Council will also review and monitor compliance with the Texas Department of Health Services and the Texas Department of Health and Human Services Commission requirements for clinical, dental and Women, Infant and Children Program (WIC) programs. Council makes recommendations regarding remedies, providing guidance to department quality improvement efforts and performance measures. The Council members include the Chief Physician of Community Health Services Division (CHSD) who is also the Medical Director for Family Planning. Other members of the Council are the Laboratory Director, WIC Director, Chief Pharmacist, Chief Dentist, Bureau Chief of Area Operations Support (AOS) and the chair who is also the Public Health Authority.

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Chief, Quality Improvement Coordinator/Privacy Officer and Staff Analyst. Other subject matter experts are added as needed.

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Community Health Services Division Quality Improvement Team

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QI Coordinator, Privacy Officer	Carolyn Sebile, MPH, RHIA, CHPS	Master's degree in Public Health, over thirty years' experience in public health delivery services including extensive experiment in quality improvement. Twenty years developing quality assurance abstract and auditing tools for clinical services, coordinating physician and nursing quality assurance activities. Certification in Healthcare Privacy and Security. Voting member of the Quality Assurance Committee.
Staff Analyst, QI and Compliance	Ereka Washington Phillp, BS	Bachelor's degree in Social Work/Criminal Justice, three years developing and revising various program policies, audit tools and procedures for the division. Three years providing quality management and oversight to the HIV/STD and Viral Hepatitis Prevention Program. Eight years developing training programs and providing staff training on QI, Child Abuse Prevention and Intimate Partner Violence. Member of the Quality Assurance Committee.

b1. The Medical Director for Family Planning Services, Dr. Luther Harrell, MD, is one of the Chief Physicians in the Community Health Services Division. Dr. Harrell is a voting member of the Council. He is also the Subject Matter expert for clinical family planning services. He writes all clinical guidelines, policies and standard operating procedures, protocols and Standing Delegation Orders. Dr. Harrell participates as the auditor for Family Planning clinical services during at least 2 medical record reviews annually and the annual Mock audit. He provides orientation and training for clinical staff working in family planning clinics. Direct observation and competency check offs are tools used by Dr. Harrell to document compliance to written protocols and national family planning standards.

b2. The primary activities used to identify trends and problems are the biannual record reviews and the annual Mock Audit. The record reviews are conducted in the spring and fall of each year. Electronic records are audited for all programs by Subject Matter Experts. In addition to the review of clinical standards, abnormal laboratory follow-up and Child Abuse Screening and Reporting are routinely reviewed. Summary results are presented to QAC and the Council. These results are provided and discussed with health center management and also posted on the Council's dashboard for public review.

b3. Corrective Action Plans (CAP) are generated by the clinic or program management team and along with input from Subject Matter Experts when Record Reviews and Mock Audits yield a result of less than 86% accuracy. CAPs are submitted to the CHSD QI Coordinator within 4 weeks of the review or audit. Corrective action activities and follow-up must be completed within 90 days. Findings identified as critical such as those involving patient safety must be addressed immediately. Findings are broken down into causes and/or contributing factors. Corrective activities are developed, documented and implemented to address the causes of the findings. CAPs include Findings, Correction Actions, Monitoring, Responsible Persons, Target Dates, Date Completed and Attachments/References. The QI Coordinator monitors and maintains all CAPS. Subject Matter Experts may require Deficiency Audits (return audits after 90 days) based on the severity of the findings and completion of the CAP.

b4. Client Satisfaction: Client satisfaction surveys are completed biannually in English and Spanish. Paper surveys are disseminated to all patients at each health center and multi-service center. Patients are informed that their input will be used to improve services. Results are tabulated and analyzed by the AOS staff. Survey results are provided to responsible managers, the Deputy Director and the Quality Council for analysis and action. The 2015 Satisfaction Survey was designed to gauge clinical performance and patient's satisfaction with services they receive from health centers and units. Ratings were obtained for the Front Desk Staff, Clinical Staff, and receipt of After Visit Summary, Hours of Operations, Cost of Services, Timeliness of Services, Facility and Neighborhood Concern.

b5. Adverse Outcomes: Houston Health Department staff working in a clinic setting or performing clinical work in the field where their actions directly impact patients abide by the Adverse/Sentinel and Near Miss Event Monitoring and Reporting Policy. This policy also applies to all programs and services which have direct interaction with patients whereby a procedure or service could result in an adverse event. We define an Adverse Event as an untoward occurrence, iatrogenic injury, or avoidable/unavoidable complication associated with

the provision of care or services. Examples include, but are not limited to: Medication Error, Unpredictable allergic reaction to medication, and oral contraceptive pill associated thrombophlebitis requiring hospitalization.

- The HHD staff will report all adverse events to their Manager or Chief Nurse as soon as they become aware of the event.
- The Manager or Chief Nurse completes the Adverse Event form and Correction Action Plan, if applicable. These documents will be emailed to the Division's QI Coordinator or QI Liaison within 48 hours.
- The QI Coordinator or Liaison will forward and review all documentation to the Assistant Director. The Assistant Director will make the final decision on disciplinary actions recommended by managers/chief nurses.
- The QI Coordinator/Liaison will forward all documentation to the Quality Council.
- The Council will maintain documentation and monitor all Adverse Event reports to identify trends and events across the entire department.

b6. Protocols and Standing Delegation Orders are reviewed and signed annually by the Chief Physician. They are included in the Female Reproductive Health/Male Reproductive Health Clinical Practice Guidelines/Clinical Policies and Procedures for Advances Practice Registered Nurses, Physicians and Physician Assistants. These protocols are systematically developed and updated to help improve the quality and consistency of care. They are designed to provide an optimum level of patient care and are used to promote and ensure standardization in clinical practice throughout the Houston Health Department health centers. The Chief Physician and Chief Nurses perform observational audits to ensure compliance to protocols. Biannual medical record reviews are also utilized to ensure compliance and identify quality improvement needs. In addition, staff must sign acknowledgement forms indicating receipt of Protocols and Standing Delegation Orders. These forms are maintained by the Area Operations Support Nursing Services.

Professional Development

a. Describe how respondent will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures

Orientation and in-service training will be provided to all project staff for skills development; health center, outreach and education staff will participate in cultural competency training and at least quarterly in communication and cultural competency in-service training. HHD has a policy related to Diversity in the workplace to ensure all employees support an environment of inclusiveness that recognizes and values all persons in the workplace, regardless of cultures, race, religion, gender, national origin, age, disability, sexual orientation and/or gender identity. This includes but is not limited to the recruitment, retention, promotion, training and development of our workforce, as well as to the provision of services in the community. All employees, including health care providers are required to adhere by this policy.

HEAR as an employee evaluation tool. This tool allows management to input specific staff development plans and requirements for each individual employee based on classification and role, which includes all health care professionals. Additional training on and in support of HTW Program will be required for all healthcare professionals and staff working in this program. Staff

will attend all HHSC required training and relevant conferences. Spot checks, internal audits and secret shopper will help inform and ensure service delivery is competent, and diversity and culture sensitive. Specific training will be required for all healthcare and education staff to enhance motivational interviewing skills which have been identified as an effective contraceptive counseling method (<http://www.ncbi.nlm.nih.gov/pubmed/14969669>). Additionally, all clinic and education staff will also be required to receive LARCs information and knowledge training. Client satisfaction surveys will be used to assess staff knowledge in providing information as well as staff sensitivity to patients' culture and language needs. Internal service audits and site monitoring through secret shopper calls and visit will also help to ensure competence and sensitivity during outreach activities, enrollment efforts, and eligibility interviews.

b. Identify staff, including job titles, which will attend HHSC required trainings.

NOTE: The selected contractor(s) may attend HHSC-required trainings in person or participate remotely. Trainings may include, but are not limited to, webinars, conference calls, and in person trainings.

Staff engaged with efforts related to HTW Program will be required to attend HHSC required and appropriate training. This staff will include, but will not be limited to:

Human Services Client Access Program Manager (Eligibility)

Human Services Program Manager (Family Planning)

Customer Service Representative III (Eligibility)

Senior Account Clerk (s)

Health Center Front Office Staff

Public Health Educators

Recruitment

Respondent must describe how it will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

The HHD will ensure first in-reach education on HTW to internal Departments, including HIV/STD clinics, Women, Infants and Children (WIC) centers, the Nurse Family Partnership, and the Multiservice Centers, where patients will be identified and appropriately referred to our client access specialist for HTW and or clinic services. Outreach and education to the priority population will be accomplished through external partnerships with local community colleges, and universities, schools, churches, and other community based organizations where reproductive health and contraceptive education, eligibility, enrollment, and clinic referrals will be provided.

Long-Acting Reversible Contraception (LARC) Usage:

Respondent must:

- a. Describe which LARC methods will be provided at respondent's clinic(s) and which LARC methods will be provided by referral only;***

The HHD healthcare centers provide the following Long Acting Reversible Contraceptive methods: IUD, Implant, and the contraceptive Injection –Depo-Provera.

b. Describe efforts respondent will use to educate patients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and

As part of a Standard Operating Policy governing family planning services in the HDD health care centers all patients must receive education prior to selecting a contraceptive method. Additionally, clinical staff provides *Reproductive Life Planning (RLP)* and contraceptive counseling to family planning patients during initial visits or as required. In addition to these, the Human Services Bureau provides as part of Family Planning and Reproductive Health Education services, education and information on contraceptive methods, beginning with most effective methods, which comprise LARCS. Contraceptive education will be provided using a client-centered approach with motivational interviewing techniques which facilitate intrinsic motivation to help change behavior and support adherence. Patients will also be supported in the creation of a *Reproductive Life Plan* during these outreach and education encounters.

c. Describe professional development opportunities that respondent will employ for staff related to LARC utilization and education.

The HHD is aware that uptake in LARC utilization is highly contingent on provider knowledge, and education on LARCS **provision** as well as the costs of LARC devices and lack of education, which act as a barrier for patients <http://www.ncbi.nlm.nih.gov/pubmed/25314089>. As such, all existing HHD healthcare professionals have had extensive training in LARC application. LARCS are provided to patients at little or no cost at our healthcenters, and we continue to educate patients on the benefits of LARCS through not only encounters with healthcare professionals but also through our family planning education team. The HHD will continue to educate and provide LARCS to eligible patients under HTW and with the acquisition of this funding will be able to reach a larger number of women with the help of additional educators. The Human Services Bureau through its Family Planning team and with support from this grant will expand outreach efforts to include partnerships with Community Colleges, and local Universities, schools, churches, and other community organizations to provide education in family planning and contraception. These efforts will invariably include information on LARCS as most effective methods, as well as eligibility information and referrals for HTW and our clinical services which include low to no-cost contraceptives, including LARCS

Program Administration and Management

Goal: To outreach to at least 10 organizations, community partners, schools, colleges, etc., with informational sessions on HTW Program and contraceptives methods, including LARCs, to increase knowledge and assist with access to services.

Objective: To ensure more women, especially uninsured women ages 15-44 who are at or below 200% of the FPL, have accurate and up to date information regarding the use and effectiveness of LARCS as well as their availability at HHH health centers. Outreach

and education will also provide opportunities for referrals to eligibility screening for HTW Fee-for-Service Program.

Activities:

- Education in classroom setting at community partner sites, i.e. YMCA, United Way, etc., where contraceptive information, including medically accurate information on LARCs, will be provided to attendees. Information on HTW Program and HHD services will be provided at these sessions.
- Outreach activities and education will be provided on college campus, i.e. Texas Southern University, to inform and educate young women on LARCs, HTW Program, and HHD health centers available services.
- Eligibility screening will be available as appropriate and when possible at outreach events.

Measurement: Participants at outreach and education activities will be assessed pre and post training to help identify gaps and to confirm understanding and increased knowledge about HTW and LARCs.

Staff responsible: Senior Public Health Educator and Public Health Educators.

Completion date: On or before August 30, 2017.

Quality Assurance/Quality Improvement

Goal: Monitor the referral process that gets outreach and education activities participants to eligibility screening in health centers.

Objective: To ensure outreach and education efforts are resulting in eligibility referrals, and to evaluate effectiveness of outreach/education target sites and activities for reaching the target population.

Activities:

- Review of quarterly reports of number of uninsured women presenting at eligibility appointments as a result of referrals from outreach and educational activities.

Measurement: Achieve a 25% in eligibility screening referral from outreach and educational activities.

Staff responsible: Human Service Program Manager

Completion date: On or before August 30, 2017.

Professional Development

Goal: One hundred percent (100 %) of Human Service Public Health Educators, all four CHS Bureaus, and target population- facing programs are informed and share information on HTW Program at outreach and educational events.

Objective: To ensure as many target population-facing staff is aware, knowledgeable, and effectively informing the community and referring for eligibility assistance for HTW Program to women ages 15-44 who are at or below 200% of the FPL.

Activities:

- Provide all CHS Bureaus and other HHD appropriate areas with training and material for sharing and disseminating information on HTW Fee-for-Service Program, including eligibility.
- Training in Motivational Interview techniques and LARC usage and effectiveness to staff.in August 2016, and January 2017.

Measurement: Pre and post-session evaluations will be administered to determine knowledge attainment.

Staff responsible: Human Service Program Manager & Senior Public Health Educator.

Completion date: On or before August 30, 2017.

Recruitment

Goal: To inform and educate HHD internal Bureaus and programs, as well as external partners on HTW Fee-for-Service Program and enrollment efforts.

Objective: To ensure all client-facing programs and other organizations working with or with access to the priority population are familiar with HTW program and to encourage referrals for eligibility screening of uninsured, presumptively eligible women.

Activities:

- Informational sessions and overviews provided to internal Bureaus and programs during, staff or departmental meetings; informational and overview sessions will be scheduled with community partners.

Measurement: Post-session evaluations will be administered to determine understanding of material. Sign-in sheets with document participation and number of participants in each session.

Staff responsible: Senior Public Health Educator, Public Health Educators.

Completion date: On or before August 30, 2017.

Long-Acting Reversible Contraception (LARC) Usage

Goal: For all family planning patients to receive LARC information prior to selecting a contraceptive method or at initial family planning visits.

Objective: To ensure staff engaged in outreach are informed and can answer questions on the available LARC methods provided at HHD health centers; given that LARCs are a significant component of the HTW Program.

Activities:

- All staff will receive information during HTW Program training on available LARCs provided at HHD health centers.
- All staff will be provided with LARC material to enhance knowledge and familiarity with methods.
- Motivational Interviewing techniques will be shared with staff to facilitate LARC discussion during Reproductive Life Planning sessions with patients and at educational sessions where appropriate.

Measurement: Pre and post-session evaluations will be administered to determine understanding and comfort level with material. Sign-in sheets with document participation and number of participants in each session.

Staff responsible: Human Service Program Manager, Senior Public Health Educator.

Completion date: By August 31, 2016.

Support Service: Provide development and training related to the delivery of HTW Fee-For-Service program.

Program Component 1 - Program Administration and Management

a. Identify the services it proposes to provide;

Provide and engage training and development opportunities for all staff engaged in the delivery of services that are part of the HTW Fee-for Service program. Additionally, provide opportunities for technical and patient counseling training and in-service on LARCs to providers of HTW Fee for Service programs. It has been documented that provider knowledge, expertise and comfort with LARCs methods contributes to improved patient conversations, dispelling myths with patients and with uptake of LARCs usage on the part of women (http://www.fpnsf.org.au/promoting_the_use.pdf).

b. Identify the Priority Population to be served;

The proposed training and education will target HHD staff delivering Fee-For Service HTW program services including but not limited to healthcare providers, clinic front desk staff, eligibility and enrollment staff, community outreach workers and health educators.

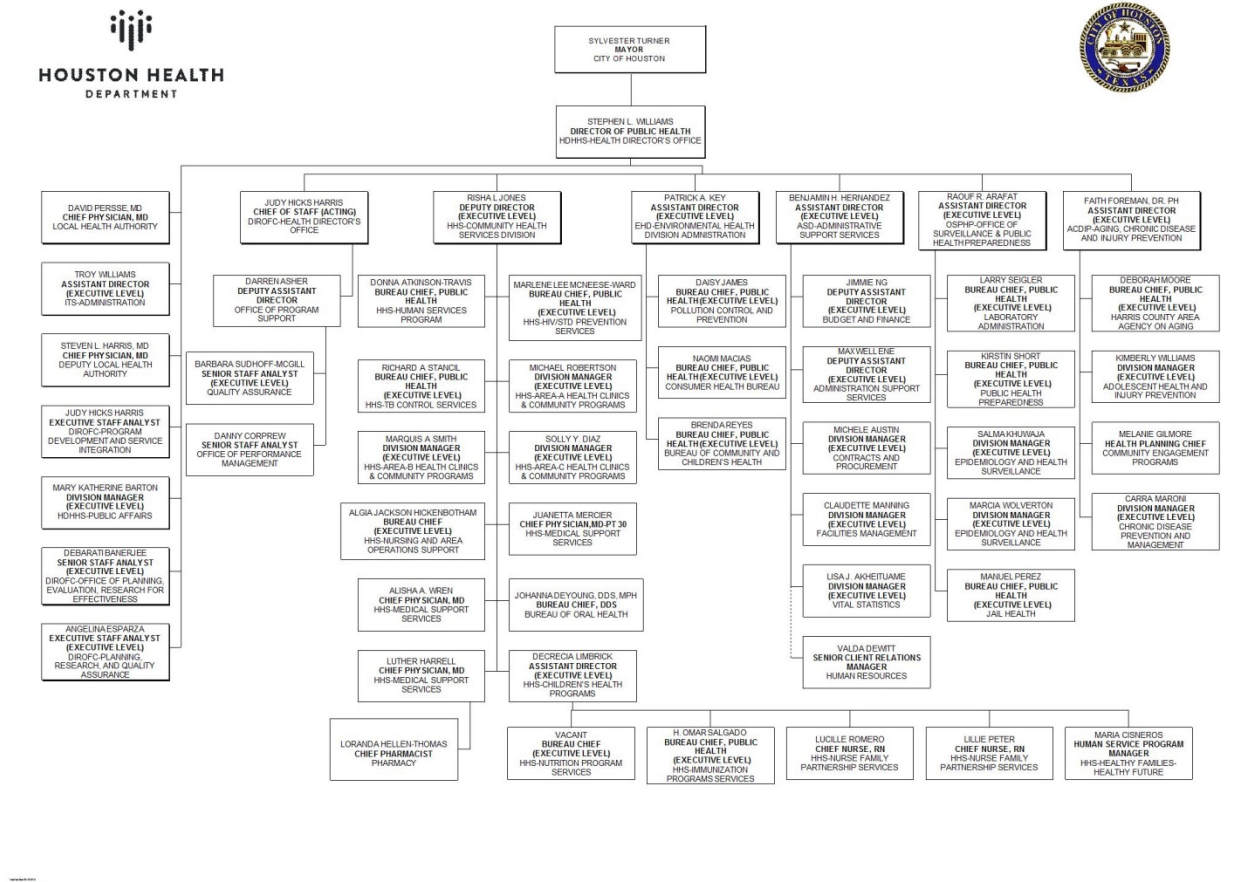
- c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities*

The Houston Health Department is divided into several divisions, each of which has specific functions. Each division is further divided into bureaus and sections. In order to achieve service delivery and policy-making as it applies to this proposal, the following workforce and support systems are available:

- **Office of Administrative Services** – responsible for overall human resources, budget, business management, grants, contracts, and facilities for the Department.
- **Office of Program Support** – responsible for working with specific bureau and area grants, programs, and sub-contracting agreements. This office will have financial management and administration duties on the budget for this program, as well as assist with human resources needs in support of this program’s objectives.
- **Office of Information Technology** - responsible for communication operations, systems development and systems support. This office provides technical support with systems set-up for remote and local access as well as with enrollment systems.
- **Community Health Services** – responsible for health and multi service centers operations, as well as the Bureaus of immunizations, TB Control, HIV/STD, Viral Hepatitis and Reentry, and Human Services. The Human Services Bureau will provide program management and supervision of the HTW program including eligibility and enrollment, client and community based training and educational activities related to the HTW Program, in-reach and outreach activities.
- **Office of Performance Management** – responsible for the Quality Assurance, including policy-making, quality assurance, and continuous improvement of the agency in general and this program in particular.
- **Adolescent Health and Injury Prevention** – this division will be instrumental in supporting outreach activities to teens through its Youth Advisory Council.

d. N/A

e. Leadership Organizational Chart



f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians;

Medical Director (Chief Physician)

Clinical/Program Director (Bureau Chief - Exe Lev)

Human Services Bureau Chief (Bureau Chief – Exe Lev)

Clinicians: Public Health Nurse IV

Clinic Assistant

Human Service Program Manager

Senior Public Health Educator

Public Health Educator

Customer Service Representative III (Eligibility)

Senior Account Clerk (Billing)

- g. Describe how it will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to patients throughout the entirety of the contract term.***

Key personnel within the Department will be identified and assigned responsibilities for the design, implementation, and monitoring of the HTW program budget. Budget will identify funds for training and development. The Human Services Bureau will be responsible to work with assigned staff in the Administrative Services Office in designing the budget. The Office of Programs Support will work closely with the Human Services Bureau to manage and monitor the HTW budget. Both program administrators as well as clinical supervisors will identify and recommend required and value added training and development opportunities appropriate for the effective delivery of service under HTW program.

Quality Assurance/Quality Improvement

a. Quality Assurance/Quality Improvement

The Houston Health Department Quality Council (Council) is tasked with improving the quality of care for clinical services provided to our patients regardless of service or program. The Council's scope of work has been expanded to meet the Public Health Accreditation Board's standards of performance management and the integration of accreditation efforts throughout the department. The Council will also review and monitor compliance with the Texas Department of Health Services and the Texas Department of Health and Human Services Commission requirements for clinical, dental and Women, Infant and Children Program (WIC) programs. Council makes recommendations regarding remedies, providing guidance to department quality improvement efforts and performance measures. The Council members include the Chief Physician of Community Health Services Division (CHSD) who is also the Medical Director for Family Planning. Other members of the Council are the Laboratory Director, WIC Director, Chief Pharmacist, Chief Dentist, Bureau Chief of Area Operations Support (AOS) and the chair who is also the Public Health Authority.

The Quality Assurance Committee (QAC) is a subcommittee of the Council and under the guidance of the Council, ensuring compliance with quality requirements and development of QI performance measures. The QAC members are the subject matter experts and designated QI Liaisons from their respective division/ program areas. The QAC provides guidance regarding the development of quality improvement measures, reviews department QI/QA policies and projects. Upon approval, QI policies and procedures are forwarded to the Council for review and final approval. These experienced subject matter experts are directly involved in QI initiatives within their programs and areas.

Division level Quality Improvement committees and teams are established within the department, these are also subcommittees of the Council. They are responsible for reporting all activities to the QAC and Council. Community Health Services Division (CHSD) has established a department level QI team and plan. Members include CHSD Chief Physician, AOS Bureau

Chief, Quality Improvement Coordinator/Privacy Officer and Staff Analyst. Other subject matter experts are added as needed.

Houston Health Department
Community Health Services Division Quality Improvement Team

Title	Name	Qualifications
Chief Physician,	Luther Harrell, MD	Doctor of Medicine: Obstetrics and Gynecology, over 30 years medical practice in public health family planning health centers, over 30 years developing clinical protocols, orienting and training clinical staff, developing and performing quality improvement activities. Voting member of the Quality Council.
Bureau Chief, Area Operations Support	Algia Hickenbotham, M.Ed,RN,	Master's Degree in Education Administration, Bachelor of Science in Nursing, over 20 years managing the operational activities in public health centers including the clinic operations and client access to services. Over twenty years overseeing the effective delivery of nursing services including orientation, training and quality improvement. Voting member of the Quality Council.
QI Coordinator, Privacy Officer	Carolyn Sebile, MPH, RHIA, CHPS	Master's degree in Public Health, over thirty years' experience in public health delivery services including extensive experiment in quality improvement. Twenty years developing quality assurance abstract and auditing tools for clinical services, coordinating physician and nursing quality assurance activities. Certification in Healthcare Privacy and Security. Voting member of the Quality Assurance Committee.
Staff Analyst, QI and Compliance	Ereka Washington Phillp, BS	Bachelor's degree in Social Work/Criminal Justice, three years developing and revising various program policies, audit tools and procedures for the division. Three years providing quality management and oversight to the HIV/STD and Viral Hepatitis Prevention Program. Eight years developing training programs and providing staff training on QI, Child Abuse Prevention and Intimate Partner Violence. Member of the Quality Assurance Committee.

b1. The Medical Director for Family Planning Services, Dr. Luther Harrell, MD, is one of the Chief Physicians in the Community Health Services Division. Dr. Harrell is a voting member of the Council. He is also the Subject Matter expert for clinical family planning services. He writes all clinical guidelines, policies and standard operating procedures, protocols and Standing Delegation Orders. Dr. Harrell participates as the auditor for Family Planning clinical services during at least 2 medical record reviews annually and the annual Mock audit. He provides orientation and training for clinical staff working in family planning clinics. Direct observation and competency check offs are tools used by Dr. Harrell to document compliance to written protocols and national family planning standards.

b2. The primary activities used to identify trends and problems are the biannual record reviews and the annual Mock Audit. The record reviews are conducted in the spring and fall of each year. Electronic records are audited for all programs by Subject Matter Experts. In addition to the review of clinical standards, abnormal laboratory follow-up and Child Abuse Screening and Reporting are routinely reviewed. Summary results are presented to QAC and the Council. These results are provided and discussed with health center management and also posted on the Council's dashboard for public review.

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the provision of care or services. Examples include, but are not limited to: Medication Error, Unpredictable allergic reaction to medication, and oral contraceptive pill associated thrombophlebitis requiring hospitalization.

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Program will be required for all healthcare professionals and staff working in this program. Staff will attend all HHSC required training and relevant conferences. Spot checks, internal audits and secret shopper will help inform and ensure service delivery is competent, and diversity and culture sensitive.

b. Identify staff, including job titles that will attend HHSC required trainings.

NOTE: The selected contractor(s) may attend HHSC-required trainings in person or participate remotely. Trainings may include, but are not limited to, webinars, conference calls, and in person trainings.

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Human Services Client Access Program Manager (Eligibility)

Human Services Program Manager (Family Planning)

Customer Service Representative III (Eligibility)

Senior Account Clerk (s)

Health Center Front Office Staff

Public Health Educators

Recruitment

Respondent must describe how it will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

The HHD will ensure first in-reach education on HTW to internal Departments, including HIV/STD clinics, Women, Infants and Children (WIC) centers, the Nurse Family Partnership, and the Multiservice Centers, in addition to health care providers, outreach workers and health educators working with Fee-For Service components of HTW program. This HTW program-savvy staff also trained on delivering services with cultural sensitivity and appropriateness will engage in outreach, education and service delivery of HTW program services to the target population.

Long-Acting Reversible Contraception (LARC) Usage:

a. Describe which LARC methods will be provided at respondent's clinic(s) and which LARC methods will be provided by referral only;

The HHD healthcare centers provide the following Long Acting Reversible Contraceptive methods: IUD, Implant, and the contraceptive Injection –Depo-Provera.

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counseling to family planning patients during initial visits or as required. In addition to these, the Human Services Bureau provides as part of Family Planning and Reproductive Health Education services, education and information on contraceptive methods, beginning with most effective methods, which comprise LARCS. Contraceptive education will be provided using a client-centered approach with motivational interviewing techniques which facilitate intrinsic motivation to help change behavior and support adherence. Patients will also be supported in the creation of a *Reproductive Life Plan* during these outreach and education encounters.

c. Describe professional development opportunities that respondent will employ for staff related to LARC utilization and education.

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Program Administration and Management

Goal: To ensure all staff engaged in the delivery of HTW Fee-for-Service Program receive Title X, HTW, LARC training.

Objective: To ensure all HTW engaged staff are knowledgeable and competent in describing and answering questions regarding Title X, HTW Fee-for-Service and LARC usage and availability.

Activities:

- At least two staff trainings on HTW Fee-for-Service Program within the contract year.
- At least two trainings for staff on Motivational Interviewing techniques and LARC usage training within the contract year.
- At least one Title X staff training to staff engaged in HTW Fee-for-Service Program.

Measurement: Pre and post- test training evaluation at the conclusion of each training session, with staff achieving a minimum of 90%.

Staff responsible: Human Service Program Manager and Senior Public Health Educator.

Completion date: Between July 2016 and January 2017.

Quality Assurance/Quality Improvement

Goal: To provide guidance for staff engaged in providing services related to HTW Fee-for-Service Program

Objective: To ensure a minimum standard for counseling and information sharing regarding HTW Fee-for-Service, LARCs, and Reproductive Life Planning.

Activities:

Ensure all staff engaged in providing services related to HTW Fee-for-Service Program is trained and understands Standard Operating Procedure (SOP) regarding Reproductive Life Plan (RLP) Counseling and HTW Fee-for-Service.

Measurement: All staff engaged in providing services related to HTW Fee-for-Service Program will have a requirement for SOP RLP training attendance and understanding in their performance plans.

Staff responsible: Staff supervisors.

Completion date: Before August 30, 2016.

Professional Development

Goal: One hundred percent (100 %) of staff engaged in providing services related to HTW Fee-for-Service Program will attend required HTW Program, Title X, LARC usage, and any additional professional development training required by State or deemed necessary to support service delivery.

Objective: To ensure staff engaged in providing services related to HTW Fee-for-Service Program have necessary understanding and knowledge to provide and deliver services under the HTW Program, as well as to educate and counsel patients appropriately.

Activities:

- Provide all staff engaged in providing services related to HTW Fee-for-Service Program with a minimum of one Title X training, two HTW Program trainings, and two LARC usage and Motivational Training technique between July 2016 and August 2017.

Measurement: Pre and post-session evaluations will be administered to determine understanding and comfort with material. Training sessions will include demonstration/practice time for Motivational Interviewing skills. Sign-in sheets will document participation and number of participants in each session.

Staff responsible: Human Service Program Manager & Senior Public Health Educator, and other health care professionals.

Completion date: Prior to August 30, 2017.

Recruitment

Goal: To inform and increase awareness of LARCs usage and effectiveness among internal staff who is priority population-facing.

Objective: To ensure all client-facing programs working with or with access to the priority population are familiar with LARCs usage and effectiveness.

Activities:

- Informational sessions and overviews provided to internal Bureaus and program staff on LARCs usage and effectiveness.

Measurement: Pre and post-session evaluations will be administered to determine understanding and comfort with material. Training sessions will include demonstration/practice time for Motivational Interviewing skills. Sign-in sheets will document participation and number of participants in each session.

Staff responsible: Senior Public Health Educator, Public Health Educators, other health care providers.

Completion date: Before August 30, 2017.

Long-Acting Reversible Contraception (LARC) Usage

Goal: For all family planning patients to adequate LARC information prior to selecting a contraceptive method or at initial family planning visits.

Objective: To ensure patients have adequate contraceptives information including that on LARCs and their effectiveness when making family planning decisions. To help increase uptake of LARCs among women 15-44 as appropriate and selected by patient.

Activities:

- All staff engaged in providing services related to HTW Fee-for-Service Program will receive information and education on available LARCs provided at HHD health centers.
- All staff will be provided with LARC material to enhance knowledge and familiarity with methods.
- Motivational Interviewing techniques will be shared with staff to facilitate LARC discussion during Reproductive Life Planning sessions with patients and at educational sessions where appropriate.

Measurement: Pre and post-session evaluations will be administered to determine understanding and comfort with material. Training sessions will include demonstration/practice time for Motivational Interviewing skills. Sign-in sheets will document participation and number of participants in each session.

Staff responsible: Human Service Program Manager, Senior Public Health Educator, other health care providers.

Completion date: By January 31, 2017.

Support Service: Provide direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program

Program Administration and Management

a. Identify the services it proposes to provide;

Provide direct clinical services that include preventive health, medical, counseling, and educational services to assist low-income women with managing their fertility and achieving optimal reproductive and general health. Services provided will also include pelvic exams, contraceptive services, pregnancy testing and counseling, sexually transmitted infection services, breast and cervical cancer screenings and diagnostic services, immunizations, cervical dysplasia treatment, and other preventive services.

b. Identify the Priority Population to be served;

The population to be served will be uninsured women between the ages of 15 and 44 who are at or below 200% of the Federal Poverty Level (FPL). A large percent of this population has been identified as residing within the 15

c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;

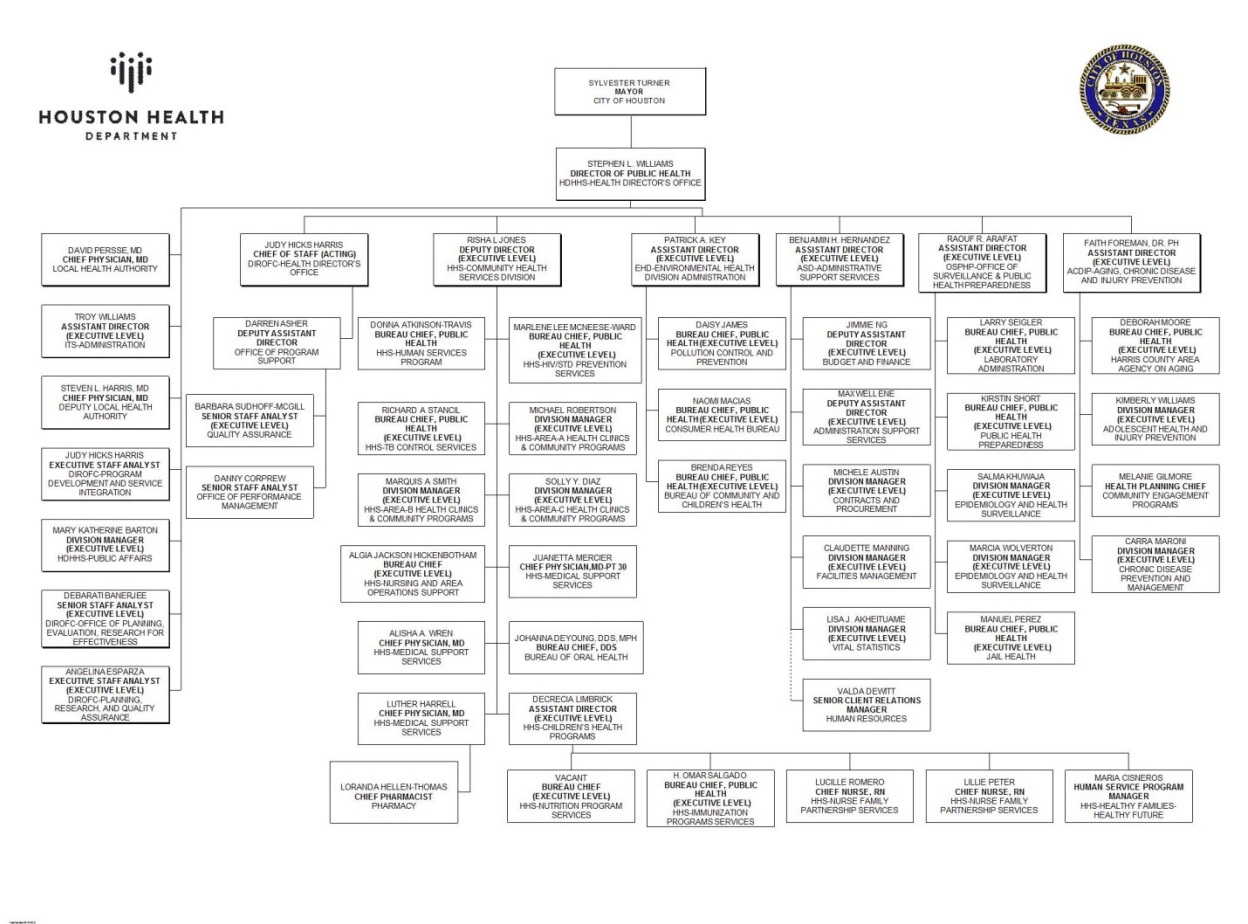
The Houston Health Department is divided into several divisions, each of which has specific functions. Each division is further divided into bureaus and sections. In order to achieve service delivery and policy-making as it applies to this proposal, the following workforce and support systems are available:

- **Office of Administrative Services** – responsible for overall human resources, budget, business management, grants, contracts, and facilities for the Department.
- **Office of Program Support** – responsible for working with specific bureau and area grants, programs, and sub-contracting agreements. This office will have financial management and administration duties on the budget for this program, as well as assist with human resources needs in support of this program's objectives.

- **Office of Information Technology** - responsible for communication operations, systems development and systems support. This office provides technical support with systems set-up for remote and local access as well as with enrollment systems.
- **Community Health Services** – responsible for health and multi service centers operations, as well as the Bureaus of immunizations, TB Control, HIV/STD, Viral Hepatitis and Reentry, and Human Services. The Human Services Bureau will provide program management and supervision of the HTW program including eligibility and enrollment, client and community based training and educational activities related to the HTW Program, in-reach and outreach activities.
- **Office of Performance Management** – responsible for the Quality Assurance, including policy-making, quality assurance, and continuous improvement of the agency in general and this program in particular.
- **Adolescent Health and Injury Prevention** – this division will be instrumental in supporting outreach activities to teens through its Youth Advisory Council.

d. N/A

e.



f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians;

Medical Director (Chief Physician)

Clinical/Program Director (Bureau Chief - Exe Lev)
Human Services Bureau Chief (Bureau Chief – Exe Lev)

Clinicians: Public Health Nurse IV

Clinic Assistant

Human Service Program Manager

Senior Public Health Educator

Public Health Educator

Customer Service Representative III (Eligibility)

Senior Account Clerk (Billing)

g. Describe how it will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to patients throughout the entirety of the contract term.

Key personnel within the Department will be identified and assigned responsibilities for the design, implementation, and monitoring of the HTW program budget. Budget will identify funds for training and development. The Human Services Bureau will be responsible to work with assigned staff in the Administrative Services Office in designing the budget. The Office of Programs Support will work closely with the Human Services Bureau to manage and monitor the HTW budget. Both program administrators as well as clinical supervisors will identify and recommend required and value added training and development opportunities appropriate for the effective delivery of service under HTW program.

Quality Assurance/Quality Improvement

a. Quality Assurance/Quality Improvement

The Houston Health Department Quality Council (Council) is tasked with improving the quality of care for clinical services provided to our patients regardless of service or program. The Council's scope of work has been expanded to meet the Public Health Accreditation Board's standards of performance management and the integration of accreditation efforts throughout the department. The Council will also review and monitor compliance with the Texas Department of Health Services and the Texas Department of Health and Human Services Commission requirements for clinical, dental and Women, Infant and Children Program (WIC) programs. Council makes recommendations regarding remedies, providing guidance to department quality

improvement efforts and performance measures. The Council members include the Chief Physician of Community Health Services Division (CHSD) who is also the Medical Director for Family Planning. Other members of the Council are the Laboratory Director, WIC Director, Chief Pharmacist, Chief Dentist, Bureau Chief of Area Operations Support (AOS) and the chair who is also the Public Health Authority.

The Quality Assurance Committee (QAC) is a subcommittee of the Council and under the guidance of the Council, ensuring compliance with quality requirements and development of QI performance measures. The QAC members are the subject matter experts and designated QI Liaisons from their respective division/ program areas. The QAC provides guidance regarding the development of quality improvement measures, reviews department QI/QA policies and projects. Upon approval, QI policies and procedures are forwarded to the Council for review and final approval. These experienced subject matter experts are directly involved in QI initiatives within their programs and areas.

Division level Quality Improvement committees and teams are established within the department, these are also subcommittees of the Council. They are responsible for reporting all activities to the QAC and Council. Community Health Services Division (CHSD) has established a department level QI team and plan. Members include CHSD Chief Physician, AOS Bureau Chief, Quality Improvement Coordinator/Privacy Officer and Staff Analyst. Other subject matter experts are added as needed.

Houston Health Department
Community Health Services Division Quality Improvement Team

Title	Name	Qualifications
Chief Physician,	Luther Harrell, MD	Doctor of Medicine: Obstetrics and Gynecology, over 30 years medical practice in public health family planning health centers, over 30 years developing clinical protocols, orienting and training clinical staff, developing and performing quality improvement activities. Voting member of the Quality Council.
Bureau Chief, Area Operations Support	Algia Hickenbotham, M.Ed,RN,	Master's Degree in Education Administration, Bachelor of Science in Nursing, over 20 years managing the operational activities in public health centers including the clinic operations and client access to services. Over twenty years overseeing the effective delivery of nursing services including orientation, training and quality improvement. Voting member of the Quality Council.
QI Coordinator, Privacy Officer	Carolyn Sebile, MPH, RHIA, CHPS	Master's degree in Public Health, over thirty years' experience in public health delivery services including extensive experiment in quality improvement. Twenty years developing quality assurance abstract and auditing tools for

		clinical services, coordinating physician and nursing quality assurance activities. Certification in Healthcare Privacy and Security. Voting member of the Quality Assurance Committee.
Staff Analyst, QI and Compliance	Ereka Washington Phillp, BS	Bachelor's degree in Social Work/Criminal Justice, three years developing and revising various program policies, audit tools and procedures for the division. Three years providing quality management and oversight to the HIV/STD and Viral Hepatitis Prevention Program. Eight years developing training programs and providing staff training on QI, Child Abuse Prevention and Intimate Partner Violence. Member of the Quality Assurance Committee.

b1. The Medical Director for Family Planning Services, Dr. Luther Harrell, MD, is one of the Chief Physicians in the Community Health Services Division. Dr. Harrell is a voting member of the Council. He is also the Subject Matter expert for clinical family planning services. He writes all clinical guidelines, policies and standard operating procedures, protocols and Standing Delegation Orders. Dr. Harrell participates as the auditor for Family Planning clinical services during at least 2 medical record reviews annually and the annual Mock audit. He provides orientation and training for clinical staff working in family planning clinics. Direct observation and competency check offs are tools used by Dr. Harrell to document compliance to written protocols and national family planning standards.

b2. The primary activities used to identify trends and problems are the biannual record reviews and the annual Mock Audit. The record reviews are conducted in the spring and fall of each year. Electronic records are audited for all programs by Subject Matter Experts. In addition to the review of clinical standards, abnormal laboratory follow-up and Child Abuse Screening and Reporting are routinely reviewed. Summary results are presented to QAC and the Council. These results are provided and discussed with health center management and also posted on the Council's dashboard for public review.

b3. Corrective Action Plans (CAP) are generated by the clinic or program management team and along with input from Subject Matter Experts when Record Reviews and Mock Audits yield a result of less than 86% accuracy. CAPs are submitted to the CHSD QI Coordinator within 4 weeks of the review or audit. Corrective action activities and follow-up must be completed within 90 days. Findings identified as critical such as those involving patient safety must be addressed immediately. Findings are broken down into causes and/or contributing factors. Corrective activities are developed, documented and implemented to address the causes of the findings. CAPs include Findings, Correction Actions, Monitoring, Responsible Persons, Target Dates, Date Completed and Attachments/References. The QI Coordinator monitors and

maintains all CAPS. Subject Matter Experts may require Deficiency Audits (return audits after 90 days) based on the severity of the findings and completion of the CAP.

b4. Client Satisfaction: Client satisfaction surveys are completed biannually in English and Spanish. Paper surveys are disseminated to all patients at each health center and multi-service center. Patients are informed that their input will be used to improve services. Results are tabulated and analyzed by the AOS staff. Survey results are provided to responsible managers, the Deputy Director and the Quality Council for analysis and action. The 2015 Satisfaction Survey was designed to gauge clinical performance and patient's satisfaction with services they receive from health centers and units. Ratings were obtained for the Front Desk Staff, Clinical Staff, and receipt of After Visit Summary, Hours of Operations, Cost of Services, Timeliness of Services, Facility and Neighborhood Concern.

b5. Adverse Outcomes: Houston Health Department staff working in a clinic setting or performing clinical work in the field where their actions directly impact patients abide by the Adverse/Sentinel and Near Miss Event Monitoring and Reporting Policy. This policy also applies to all programs and services which have direct interaction with patients whereby a procedure or service could result in an adverse event. We define an Adverse Event as an untoward occurrence, iatrogenic injury, or avoidable/unavoidable complication associated with the provision of care or services. Examples include, but are not limited to: Medication Error, Unpredictable allergic reaction to medication, and oral contraceptive pill associated thrombophlebitis requiring hospitalization.

- The HHD staff will report all adverse events to their Manager or Chief Nurse as soon as they become aware of the event.
- The Manager or Chief Nurse completes the Adverse Event form and Correction Action Plan, if applicable. These documents will be emailed to the Division's QI Coordinator or QI Liaison within 48 hours.
- The QI Coordinator or Liaison will forward and review all documentation to the Assistant Director. The Assistance Director will make the final decision on disciplinary actions recommended by managers/chief nurses.
- The QI Coordinator/Liaison will forward all documentation to the Quality Council.
- The Council will maintain documentation and monitor all Adverse Event reports to identify trends and events across the entire department.

b6. Protocols and Standing Delegation Orders are reviewed and signed annually by the Chief Physician. They are included in the Female Reproductive Health/Male Reproductive Health Clinical Practice Guidelines/Clinical Policies and Procedures for Advances Practice Registered Nurses, Physicians and Physician Assistants. These protocols are systematically developed and updated to help improve the quality and consistency of care. They are designed to provide an optimum level of patient care and are used to promote and ensure standardization in clinical practice throughout the Houston Health Department health centers. The Chief Physician and Chief Nurses perform observational audits to ensure compliance to protocols. Biannual medical record reviews are also utilized to ensure compliance and identify quality improvement needs. In addition, staff must sign acknowledgement forms indicating receipt of Protocols and Standing Delegation Orders. These forms are maintained by the Area Operations Support Nursing Services.

Professional Development:

a. *Describe how respondent will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and*

Orientation and in-service training will be provided to all project staff for skills development; health center, outreach and education staff will participate in cultural competency training and at least quarterly in communication and cultural competency in-service training. HHD has a policy related to Diversity in the workplace to ensure all employees support an environment of inclusiveness that recognizes and values all persons in the workplace, regardless of cultures, race, religion, gender, national origin, age, disability, sexual orientation and/or gender identity. This includes but is not limited to the recruitment, retention, promotion, training and development of our workforce, as well as to the provision of services in the community. All employees, including health care providers are required to adhere by this policy.

HEAR as an employee evaluation tool. This tool allows management to input specific staff development plans and requirements for each individual employee based on classification and role, which includes all health care professionals. Additional training on and in support of HTW Program will be required for all healthcare professionals and staff working in this program. Staff will attend all HHSC required training and relevant conferences. Spot checks, internal audits and secret shopper will help inform and ensure service delivery is competent, and diversity and culture sensitive.

b. *Identify staff, including job titles that will attend HHSC required trainings.*

NOTE: The selected contractor(s) may attend HHSC-required trainings in person or participate remotely. Trainings may include, but are not limited to, webinars, conference calls, and in person trainings.

Staff engaged with efforts related to HTW Program will be required to attend HHSC appropriate training. This staff will include, but not be limited to:

Human Services Client Access Program Manager
 Human Services Family Planning Program Manager
 Client Access Specialist – dedicated to HTW Program enrollment
 Senior Community Liaison (s)
 Health Center Staff
 Outreach Educators

Recruitment

Respondent must describe how it will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

The HHD will ensure first in-reach education on HTW to internal Departments, including HIV/STD clinics, Women, Infants and Children (WIC) centers, the Nurse Family Partnership, and the Multiservice Centers, in addition to health care providers, outreach workers and health educators working with Fee-For Service components of HTW program. This HTW program-savvy staff also trained on delivering services with cultural sensitivity and appropriateness will

engage in outreach, education and service delivery of HTW program services to the target population.

Long-Acting Reversible Contraception (LARC) Usage:

- a. Describe which LARC methods will be provided at respondent's clinic(s) and which LARC methods will be provided by referral only;*

The HHD healthcare centers provide the following Long Acting Reversible Contraceptive methods: IUD, Implant, and the contraceptive Injection –Depo-Provera.

- b. Describe efforts respondent will use to educate patients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and*

As part of a Standard Operating Policy governing family planning services in the HDD healthcare centers all patients must receive education prior to selecting a contraceptive method. Additionally, clinical staff provides *Reproductive Life Planning (RLP)* and contraceptive counseling to family planning patients during initial visits or as required. In addition to these, the Human Services Bureau provides as part of Family Planning and Reproductive Health Education services, education and information on contraceptive methods, beginning with most effective methods, which comprise LARCS. Contraceptive education will be provided using a client-centered approach with motivational interviewing techniques which facilitate intrinsic motivation to help change behavior and support adherence. Patients will also be supported in the creation of a *Reproductive Life Plan* during these outreach and education encounters.

- c. Describe professional development opportunities that respondent will employ for staff related to LARC utilization and education.*

The HHD is aware that uptake in LARC utilization is highly contingent on provider knowledge, and education on LARCS **provision** as well as the costs of LARC devices and lack of education, which act as a barrier for patients <http://www.ncbi.nlm.nih.gov/pubmed/25314089>. As such, all existing HHD healthcare professionals have had extensive training in LARC application. LARCS are provided to patients at little or no cost at our health centers, and we continue to educate patients on the benefits of LARCS through not only encounters with healthcare professionals but also through our family planning education team. The HHD will continue to educate and provide LARCS to eligible patients under HTW and with the acquisition of this funding will be able to reach a larger number of women with the help of additional educators. The Human Services Bureau through its Family Planning team and with support from this grant will expand outreach efforts to include partnerships with community colleges, and local universities, schools, churches, and other community organizations to provide education in family planning and contraception. These efforts will invariably include information on LARCS as most effective methods, as well as eligibility information and referrals for HTW and our clinical services which include low to no-cost contraceptives, including LARCS.

Program Administration and Management

Goal: To provide direct clinical care to approximately 1000 women presumptively eligible for HTW Fee-for-Service Program between July 2016 and August 2017.

Objective: To ensure more women, especially uninsured women ages 15-44 who are at or below 200% of the FPL, receive services covered under the HTW Fee-for-Service Program.

Activities:

Uninsured women ages 15-44 who are at or below the 200% of FPL will receive services covered under the HTW Fee-for-Service Program, while at the same time being screen for eligibility into the program. The HHD currently provides services to all people regardless of their ability to pay.

Measurement: Data from Ahlers on the number of unduplicated patients serviced will be used to measure against the number of patients in Verity to determine the percent of those provided services while at the same time being referred to screening for HTW Fee-for-Service Program.

Staff responsible: Health center staff and health care providers.

Completion date: Between July 1, 2016 and August 30, 2017.

Quality Assurance/Quality Improvement

Goal: For all women ages 15-44 at or below 200% of FPL presenting at HHD health centers receive needed services provided under HTW Fee-for-Service Program as well as get referred for eligibility screening into the program.

Objective: To ensure effective and efficient process for service provision under HTW Fee-for-Service and eligibility screening to all women 15-44 at or below 200% of FPL at HHD health centers.

Activities:

- Uninsured women ages 15-44 living at or below 200% of the FPL that present at HHD health centers will receive services provided under the HTW Fee-for-Service Program as deemed necessary.
- Uninsured women receiving services provided under the HTW Fee-for-Service Program at an HHD health center will also be referred for eligibility screening into the HTW Program.

Measurement: Customer satisfaction surveys will be provided to uninsured women who receive services under the HTW Fee-for-Service Program and referred to eligibility to assess level of satisfaction with process, eligibility worker, and overall clinic experience.

Staff responsible: Human Service Program Manager, quality control personnel.

Completion date: From July 1, 2016 to August 31, 2017.

Professional Development

Goal: All HHD health center staff will be receive training of HTW Program objectives that include provision of services covered under the HTW Fee-for-Service Program to women 14-55 who are deemed presumptively eligible for the program.

Objective: To ensure staff is knowledgeable and responds appropriately to uninsured women 14-55 presenting for services covered under HTW Fee-for-Service Program.

Activities:

- Provide all HHD health center staff with related to HTW program objectives. Training will be provided at least twice per year during the first year of the contract period in July 2016 and January 2017.

Measurement: Sign-in sheets at training will serve to document staff attendance and post-training evaluation will be provided to confirm staff awareness and understanding of program objectives.

Staff responsible: Human Service Program Manager and health center supervisors.

Completion date: July 2016 & January 2017.

Recruitment

Goal: To inform and educate HHD internal Bureaus and programs on HTW Fee-for-Service Program emphasizing the presumptive eligibility 'status'.

Objective: To ensure all client-facing programs within the HHD working with or with access to the priority population are familiar with HTW program and the Fee-for-Service component as available to women presumptively eligible.

Activities:

- Informational sessions and overviews provided to internal Bureaus and programs during, staff or departmental meetings.

Measurement: Questions and answer time at the end of sessions will help to clarify ambiguities. A post- session survey will help to measure staff's comfort and understanding of material and communication points.

Staff responsible: Senior Public Health Educator, Public Health Educators.

Completion date: By October 2016.

Long-Acting Reversible Contraception (LARC) Usage

Goal: For all family planning patients to receive LARC information prior to selecting a contraceptive method or at initial family planning visits.

Objective: To ensure staff engaged in outreach are informed and can answer questions on the available LARC methods provided at HHD health centers; given that LARCs are a significant component of the HTW Program.

Activities:

- All staff will receive information during HTW Program training on available LARCs provided at HHD health centers.
- All staff will be provided with LARC material to enhance knowledge and familiarity with methods.
- Motivational Interviewing techniques will be shared with staff to facilitate LARC discussion during Reproductive Life Planning sessions with patients and at educational sessions where appropriate.

Measurement: Training sign-in sheets will document staff attendance to training and pre and post training assessments will verify staff's understanding and knowledge of the material

Staff responsible: Human Service Program Manager, Senior Public Health Educator.

Completion date: By August 31, 2016.



CITY OF HOUSTON

JOB DESCRIPTION

Job Code: 724.2

Job Title: **CHIEF PHYSICIAN, MD (Medical Director)**

Pay Grade: 35

GENERAL SUMMARY:

Provides medical supervision and direction of clinical staff, including physicians, nurse practitioners and registered nurses, as well as consultation for allied health professionals and non-medical staff patient care.

RESPONSIBILITIES:

- Supervises, evaluates and instructs clinic physicians and nurse practitioners.
- Develops, reviews and/or updates standing orders, medical protocols and division policies and procedures as required.
- Plans, designs and implements medical quality improvement activities.
- Participates in community public health activities and projects as assigned by the Public Health Director or Assistant Director of Public Health.
- Provides medical consultation for Division Program Managers and Administration Managers and directs patient care.
- Serves as medical liaison for other agencies or medical facilities.
- Plans and conducts continuing medical education; conducts regular administrative meetings for problem resolution.

SPECIFICATIONS:

KNOWLEDGE:

Requires a Medical Doctor's degree from an American Medical Association accredited medical school.

LICENSE/CERTIFICATION:

Must be licensed to practice as a Medical Doctor in the State of Texas.

EXPERIENCE:

Six years of experience as a practicing physician in the State of Texas are required.

COMPLEXITY:

Work is very non-standardized and widely varied, involving many complex and significant variables. Analytic ability and inductive thinking are required in extensively adapting policies, procedures and methods to fit unusual or complex situations.

IMPACT OF ACTIONS:

Errors in work could lead to major costs and problems, and could significantly affect short-term results of the City. Work is typically performed with policy direction and the individual sets virtually all the objectives.

SPECIFICATIONS: (continued)

SUPERVISION EXERCISED:

Direct Supervision:

Involves scheduling, supervision and evaluation of work as a "first-line supervisor", recommends personnel actions, such as hiring, terminations and pay changes.

Indirect Supervision:

No indirect reports.

CONTACTS:

Internal Contacts:

Level of internal contact is primarily with professionals and supervisors and occasionally with Managers and Assistant Directors. Interaction involves considerable explanation and persuasion leading to decision, agreement or rejection on complex issues; e.g., problem-solving discussions regarding responsibilities, finance, or work flow or to facilitate service.

External Contacts:

Level of external contact is primarily with citizens, visitors and/or mid-level representatives of government agencies, guests, vendors and professional contacts with allied organizations. Interaction involves some explanation and persuasion leading to resolution of moderately complex issues; e.g., project coordination and higher-level problem resolution.

PHYSICAL EFFORT:

The position is physically comfortable; the individual has discretion about walking, standing, etc.

WORK ENVIRONMENT:

There are routine exposures to significant levels of heat, cold, moisture and air pollution. The position may involve periodic exposure to chemical substances and physical trauma of a minor nature, such as cuts, bruises and minor burns.

PHYSICAL SKILL:

Requires the ability to make closely coordinated eye/hand movements within very fine tolerance and/or calibration demands; or the ability to make rapid closely coordinated eye/hand movements on a patterned response space within somewhat fine tolerance demands; or the ability to make coordinated eye/hand movements within fine tolerances with large equipment as an extension of the worker.

MISCELLANEOUS:

All duties and responsibilities may not be listed in the above job description.

JOB FAMILY:

Physician, M.D.

Chief Physician, M.D.

*Effective: October 1990
Revised: November 2004*

TEXAS MEDICAL BOARD	
P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029	
PHYSICIAN FULL PERMIT	
LICENSE/PERMIT NUMBER	EXPIRATION DATE
F8881	11/30/2017
LUTHER HARRELL JR, MD 4511 PINE LANDING DR MISSOURI CITY TX 77459-6720	
THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS	



CITY OF HOUSTON

JOB DESCRIPTION

Job Code: 747.5

Job Title: **BUREAU CHIEF, PUBLIC HEALTH (EXE LEV)** - Clinical/Program Dir.

Pay Grade: 30

GENERAL SUMMARY:

Supervises and coordinates the activities of bureau employees. Provides consultative and educational expertise and support in a specialized public health area.

RESPONSIBILITIES:

- Supervises and coordinates the daily activities of bureau employees.
- Develops technical programs for the Bureau.
- Responsible for maintenance of test sensitivity, specificity, and accuracy.
- Develops specifications for supplies, reagents and equipment.
- Develops and maintains safety programs.
- Recommends personnel actions such as promotions, hirings, salaries, job evaluations, disciplinary actions and dismissals.
- Participates in and guides the development of quality assurance and quality control programs for bureau activities; ultimately responsible for quality control.
- Coordinates, monitors and evaluates administrative and professional public health activities and programs.
- Designs, develops and recommends new public health programs and strategies to handle expanded community growth and need for additional services, control, education, facilities, research and resources.
- Meets with employee, governmental, business, professional, civic and other groups to discuss public health policies, programs and objectives.
- Responds to media inquiries and drafts public health responses for Mayoral and City Council requests.
- Consults with staff and other city agencies regarding the enhancement of public health goals and objectives.

SPECIFICATIONS:

KNOWLEDGE:

A Doctoral degree in Public Health or a closely related field, such as Biology, Microbiology, Chemistry or Physics is required.

SPECIFICATIONS: (continued)

EXPERIENCE:

Four years of supervisory and administrative experience in a major health agency are required. A Master's degree in Public Health or a closely related field, such as Biology, Microbiology, Chemistry or Physics, and seven years of supervisory and administrative experience in a major health agency may be substituted for the above education and experience requirements.

For Bureau Chief who serves as the Laboratory Director in Health Department:

Must be certified or continue to be certified by the Centers for Medicare & Medicaid Services and hold a Certificate of Compliance for Clinical Laboratory Improvement Amendments for the Houston Department of Health and Human Services laboratory.

COMPLEXITY:

Work is substantially complex and varied, and requires the interpretation of technical and detailed guidelines, policies and procedures in combination. Analytic ability is needed to gather and interpret data where answers can be found only after careful analysis of several facts.

IMPACT OF ACTIONS:

Errors in work lead to significant costs and problems, and may have minor impact on the short-term performance of the City. Work is typically performed under limited to general supervision. The incumbent at times works from broad goals and policies. In addition, the incumbent may have some participation in setting work objectives.

SUPERVISION EXERCISED:

Direct Supervision:

Involves scheduling, supervision and evaluation of work as a Manager or the equivalent over the Assistant Managers or first-line supervisors. This position has significant levels of input as it pertains to personnel actions such as hirings, terminations and pay changes.

Indirect Supervision:

Involves supervision and evaluation of work as a Manager or the equivalent.

CONTACTS:

Internal Contacts:

Level of internal contact is primarily with Managers and Assistant Directors. Interaction requires substantial sensitivity and cooperation; e.g., basic project interaction.

External Contacts:

Level of external contact is primarily with citizens, visitors and/or mid-level representatives of government agencies, guests, vendors and professional contacts with allied organizations. Interaction involves some explanation and persuasion leading to resolution of moderately complex issues; e.g., project coordination and higher-level problem resolution.

PHYSICAL EFFORT:

The position is physically comfortable; the individual has discretion about walking, standing, etc.

WORK ENVIRONMENT:

There are occasional minor discomforts from exposure to less-than-optimal temperature and air conditions. The position may involve dealing with modestly unpleasant situations, as with occasional exposure to office chemicals and/or extensive use of a video display terminal.

PHYSICAL SKILL:

Requires the ability to make simple gross motor responses within large tolerances.

MISCELLANEOUS:

All duties and responsibilities may not be listed in the above job description.

JOB FAMILY:

- Bureau Chief, Public Health (Executive Level)
- Assistant Director-Public Health (Executive Level)
- Deputy Director-Public Health (Executive Level)
- Director of Public Health

Effective: October 1990

Revised: July 2013



CITY OF HOUSTON

JOB DESCRIPTION

Job Code: 747.5

Job Title: **BUREAU CHIEF, PUBLIC HEALTH (EXE LEV) -HS Bureau Chief**

Pay Grade: 30

GENERAL SUMMARY:

Supervises and coordinates the activities of bureau employees. Provides consultative and educational expertise and support in a specialized public health area.

RESPONSIBILITIES:

- Supervises and coordinates the daily activities of bureau employees.
- Develops technical programs for the Bureau.
- Responsible for maintenance of test sensitivity, specificity, and accuracy.
- Develops specifications for supplies, reagents and equipment.
- Develops and maintains safety programs.
- Recommends personnel actions such as promotions, hirings, salaries, job evaluations, disciplinary actions and dismissals.
- Participates in and guides the development of quality assurance and quality control programs for bureau activities; ultimately responsible for quality control.
- Coordinates, monitors and evaluates administrative and professional public health activities and programs.
- Designs, develops and recommends new public health programs and strategies to handle expanded community growth and need for additional services, control, education, facilities, research and resources.
- Meets with employee, governmental, business, professional, civic and other groups to discuss public health policies, programs and objectives.
- Responds to media inquiries and drafts public health responses for Mayoral and City Council requests.
- Consults with staff and other city agencies regarding the enhancement of public health goals and objectives.

SPECIFICATIONS:

KNOWLEDGE:

A Doctoral degree in Public Health or a closely related field, such as Biology, Microbiology, Chemistry or Physics is required.

SPECIFICATIONS: (continued)

EXPERIENCE:

Four years of supervisory and administrative experience in a major health agency are required. A Master's degree in Public Health or a closely related field, such as Biology, Microbiology, Chemistry or Physics, and seven years of supervisory and administrative experience in a major health agency may be substituted for the above education and experience requirements.

For Bureau Chief who serves as the Laboratory Director in Health Department:

Must be certified or continue to be certified by the Centers for Medicare & Medicaid Services and hold a Certificate of Compliance for Clinical Laboratory Improvement Amendments for the Houston Department of Health and Human Services laboratory.

COMPLEXITY:

Work is substantially complex and varied, and requires the interpretation of technical and detailed guidelines, policies and procedures in combination. Analytic ability is needed to gather and interpret data where answers can be found only after careful analysis of several facts.

IMPACT OF ACTIONS:

Errors in work lead to significant costs and problems, and may have minor impact on the short-term performance of the City. Work is typically performed under limited to general supervision. The incumbent at times works from broad goals and policies. In addition, the incumbent may have some participation in setting work objectives.

SUPERVISION EXERCISED:

Direct Supervision:

Involves scheduling, supervision and evaluation of work as a Manager or the equivalent over the Assistant Managers or first-line supervisors. This position has significant levels of input as it pertains to personnel actions such as hirings, terminations and pay changes.

Indirect Supervision:

Involves supervision and evaluation of work as a Manager or the equivalent.

CONTACTS:

Internal Contacts:

Level of internal contact is primarily with Managers and Assistant Directors. Interaction requires substantial sensitivity and cooperation; e.g., basic project interaction.

External Contacts:

Level of external contact is primarily with citizens, visitors and/or mid-level representatives of government agencies, guests, vendors and professional contacts with allied organizations. Interaction involves some explanation and persuasion leading to resolution of moderately complex issues; e.g., project coordination and higher-level problem resolution.

PHYSICAL EFFORT:

The position is physically comfortable; the individual has discretion about walking, standing, etc.

WORK ENVIRONMENT:

There are occasional minor discomforts from exposure to less-than-optimal temperature and air conditions. The position may involve dealing with modestly unpleasant situations, as with occasional exposure to office chemicals and/or extensive use of a video display terminal.

PHYSICAL SKILL:

Requires the ability to make simple gross motor responses within large tolerances.

MISCELLANEOUS:

All duties and responsibilities may not be listed in the above job description.

JOB FAMILY:

- Bureau Chief, Public Health (Executive Level)
- Assistant Director-Public Health (Executive Level)
- Deputy Director-Public Health (Executive Level)
- Director of Public Health

Effective: October 1990

Revised: July 2013



CITY OF HOUSTON

JOB DESCRIPTION

Job Code: 851.0

Job Title: **HUMAN SERVICE PROGRAM MANAGER**

Pay Grade: 25

GENERAL SUMMARY:

Develops, oversees, coordinates and monitors various Human Service programs and activities throughout the City of Houston.

RESPONSIBILITIES:

- Plans, implements, oversees and coordinates various city Human Service programs and activities including day care centers, aging and youth programs and homeless programs.
- Participates in or develops plans to accomplish goals and objectives of a service region, bureau or division. Establishes goals and evaluates section performance; develops and evaluates subordinates.
- Gathers and analyzes data and information that identifies community needs and assists with the development of viable programs, and the evaluation of program effectiveness.
- Coordinates the delivery of a variety of health and human services programs with agencies, institutions and other service providers. Develops, implements and monitors quality service standards of personnel and service contractors.
- Prepares annual operating budgets; prepares annual and special analytical and statistical reports and analyses to assist management in their decision-making. May prepare proposals for funding.
- Monitors various agencies to insure compliance with lease agreements for multi-service center space. Assists in coordinating approval for facility purchases, operations, maintenance and special projects.
- Facilitates and leads efforts to organize community members, groups and agencies to address community health and human services issues. Serves as a liaison and collaborates with governmental and public agency representatives, community outreach and advocacy groups, and service providers.
- Develops and maintains active and viable Advisory Councils for a designated service region.
- Develops and participates in education and training for clients and community. Prepares marketing materials, and makes presentations related to departmental programs and services.

SPECIFICATIONS:

KNOWLEDGE:

Requires a Bachelor's degree in Behavioral or Social Science, Humanities, Business Administration, Public Administration or a closely related field.

EXPERIENCE:

Four years of experience in administration or professional work related to Urban Planning, Public Administration or Service Delivery in a social service agency, public department or a similar facility are required. Directly related professional experience may be substituted for the education requirement on a year-for-year basis.

SPECIFICATIONS: (continued)

COMPLEXITY:

Work is somewhat complex and varied, and may require the simple interpretation of technical and detailed guidelines, policies and procedures.

IMPACT OF ACTIONS:

Errors could lead to moderate expenses and inconveniences. Work is typically performed under limited supervision with alternating periods of relative autonomy and general review. The supervisor generally plays a substantial role in setting objectives and organizing work.

SUPERVISION EXERCISED:

Direct Supervision:

Involves scheduling, supervision and evaluation of work as an Assistant Manager or the equivalent over the first-line supervisors (and non-supervisors, if applicable). This position has significant input on personnel actions, such as hiring, terminations and pay changes.

Indirect Supervision:

Involves supervision and evaluation of work as an Assistant Manager or the equivalent.

CONTACTS:

Internal Contacts:

Level of internal contact is primarily with professionals and supervisors. Interaction requires moderate tact and cooperation; e.g., scheduling and/or coordinating two personal calendars, resolving problems and/or obtaining necessary information.

External Contacts:

Level of external contact is primarily with citizens, visitors and/or mid-level representatives of government agencies, guests, vendors and professional contacts with allied organizations and occasionally with prominent persons such as community leaders, business and industry leaders as well as officials of government and financial agencies and media representatives. Interaction requires substantial sensitivity and cooperation; e.g., lower-level problem resolution, providing information to citizens who from time to time may be irate.

PHYSICAL EFFORT:

The position is physically comfortable; the individual has discretion about walking, standing, etc.

WORK ENVIRONMENT:

There are no major sources of discomfort, i.e., essentially normal office environment with acceptable lighting, temperature and air conditions.

PHYSICAL SKILL:

Requires the ability to make simple gross motor responses within large tolerances.

MISCELLANEOUS:

All duties and responsibilities may not be included in the above job description.

JOB FAMILY:

Human Service Program Coordinator
Community Involvement Coordinator
Human Service Program Manager



CITY OF HOUSTON

JOB DESCRIPTION

Job Code: 886.6

Job Title: **CUSTOMER SERVICE REPRESENTATIVE III (Eligibility)**

Pay Grade: 16

GENERAL SUMMARY:

Uses effective problem-solving techniques to provide general information and customer assistance for quality service. May function in a lead capacity or serve as a shift leader of Customer Service Representatives.

RESPONSIBILITIES:

- Computes, authorizes and prepares documentation for adjustments to customers' accounts.
- Researches and reviews billing inquiries by using the computer and/or microfiche.
- Collects data and requests field investigations.
- Prepares written records of proceedings, as well as original correspondence to customers.
- Uses effective questioning techniques to verify/confirm customers' concerns.
- Maintains and monitors various records and reports.
- Coordinates field crew activities; receives information from field crews and other sources via radio, PC and telephone. Updates work orders, reports, routes and records, and takes action as needed.
- Responds to customers' questions received over the phone, face-to-face or through the mail.
- Provides information to customers who require financial assistance.
- May educate public on water conservation methods.
- May act as liaison to the Mayor's and Council Offices.
- Performs other related duties as requested.

SPECIFICATIONS:

KNOWLEDGE:

Requires a high school diploma or a GED.

EXPERIENCE:

Three years of administrative or customer service-related experience are required.

COMPLEXITY:

Work consists of fairly standard procedures and tasks where basic analytic ability is required, as in the comparison of numbers and simple facts in selecting the correct action.

SPECIFICATIONS: (continued)**IMPACT OF ACTIONS:**

Errors in work typically lead to minor inconvenience and costs. Work is typically performed under moderate supervision and within standard operating procedures. The incumbent occasionally can function autonomously, with the supervisor available to answer questions as they arise.

SUPERVISION EXERCISED:**Direct Supervision:**

May function in a lead capacity or serve as a shift leader of Customer Service Representatives.

Indirect Supervision:

No indirect reports.

CONTACTS:**Internal Contacts:**

Level of internal contact is primarily with professionals and supervisors. Interaction requires moderate tact and cooperation; e.g., scheduling and/or coordinating two personal calendars, resolving problems and/or obtaining necessary information.

External Contacts:

Level of external contact is primarily with citizens, visitors and/or mid-level representatives of government agencies, guests, vendors and professional contacts with allied organizations. Interaction requires substantial sensitivity and cooperation; e.g., lower-level problem resolution, providing information to citizens who from time to time may be irate.

PHYSICAL EFFORT:

The position is physically comfortable most of the time with occasional periods of stooping, bending and/or light lifting of materials of up to 10 pounds. In the Houston Permitting Center, the position may require lifting of moderately heavy items, such as plans (up to 40 pounds).

WORK ENVIRONMENT:

There are occasional minor discomforts from exposure to less-than-optimal temperature and air conditions. The position may involve dealing with modestly unpleasant situations, as with occasional exposure to office chemicals and/or extensive use of a video display terminal.

PHYSICAL SKILL:

Requires the ability to make coordinated gross motor movements in response to changing external stimuli within moderately demanding tolerances; or the ability to make coordinated eye/hand movements on a patterned response space within low tolerance demands with no real speed requirements.

MISCELLANEOUS:

All duties and responsibilities may not be included in the above job description.

JOB FAMILY:

- Customer Service Representative I
- Customer Service Representative II
- Customer Service Representative III
- Customer Service Supervisor
- Customer Service Section Chief
- Assistant Customer Service Manager
- Customer Service Manager

Effective: October 1990

Revised: January 2014



CITY OF HOUSTON

JOB DESCRIPTION

Job Code: 341.2

Job Title: **SENIOR ACCOUNT CLERK (Billing)**

Pay Grade: 13

GENERAL SUMMARY:

Under general supervision, performs a variety of routine accounting functions with moderate complexity in accordance with standard procedures.

RESPONSIBILITIES:

- Reviews various financial statements for internal accuracy and conformance to accounting requirements.
- Verifies various vouchers and documents for computation accuracy.
- Processes payments and compiles segments of monthly closings, annual reports, etc.
- Prepares simple financial statements, charts, tables, etc., for use in reports.
- Records disbursements, expenses and other payments.
- Prepares vouchers and posts day-to-day transactions.
- Answers customer inquiries.
- Monitors assigned accounting controls in the maintenance of cost accounting and/or finding systems.
- May contact other departments and/or outside agencies to resolve routine problems.

SPECIFICATIONS:

KNOWLEDGE:

Requires a high school diploma or a GED. Knowledge of personal computers is preferred.

EXPERIENCE:

One year of clerical accounting experience is required.

COMPLEXITY:

Work consists of standard procedures and tasks where analytic ability is required in following guidelines, policies and precedents.

IMPACT OF ACTIONS:

Errors in work lead to minor inconvenience and incur some costs. Work is typically performed under close to moderate supervision of routine duties to ensure completion of tasks. The supervisor is generally close by to answer questions.

SPECIFICATIONS: (continued)

SUPERVISION EXERCISED:

Direct Supervision:

No direct report employees.

Indirect Supervision:

No indirect reports.

CONTACTS:

Internal Contacts:

Level of internal contact is extremely infrequent with virtually no contact beyond the immediate work unit/area. Interaction involves routine information exchange and/or simple service activity requiring common courtesy; e.g., answering questions, giving directions in response to simple requests.

External Contacts:

Level of external contact is primarily with lower-level service representative and vendors. Interaction involves routine information exchange and/or simple service activity that requires common courtesy; e.g., directing calls, and answering simple questions.

PHYSICAL EFFORT:

The position is physically comfortable most of the time with occasional periods of stooping bending and/or lifting of materials of up to 10 pounds.

WORK ENVIRONMENT:

There is only a slight source of discomfort from exposure to less-than-optimal temperature and air conditions. The position may involve dealing with situations where occasional exposure to office chemicals and/or light use of a video display terminal are required.

PHYSICAL SKILL:

Requires the ability to make coordinated gross motor movements in response to changing external stimuli within moderately demanding tolerances; or the ability to make coordinated eye/hand movements on a patterned response space within low tolerance demands with no real speed requirements.

MISCELLANEOUS:

All duties and responsibilities may not be included in the above job description.

JOB FAMILY:

Account Clerk

Senior Account Clerk

Accounting Services Supervisor

Effective Date: October 1990

Revised Date: July 1999



CITY OF HOUSTON

JOB DESCRIPTION

Job Code: 723.4

Job Title: **PUBLIC HEALTH NURSE IV (Clinician)**

Pay Grade: 22

GENERAL SUMMARY:

Performs supervisory, consultative, advisory and educational nursing work in the field of public health. Work may be related to general public health nursing or a specialized area.

RESPONSIBILITIES:

- Shares responsibility with other nursing staff members in the planning, coordination, and evaluation of the various public health nursing programs.
- Educates the community regarding public health services; may instruct specialized preventive health courses.
- Develops and conducts lectures and demonstrations on new techniques for nurses in public or private clinics.
- Participates in the orientation, training and guidance of new employees and nursing students.
- Coordinates public health services and training with other City agencies and services.
- Reviews, evaluates and develops public health care/nursing services for utilization within health center or community settings.
- Provides community liaison and referral services; disseminates public information.
- Assists the Bureau Chief with developing clinical and administrative procedures and policies. May handle special projects as directed.

SPECIFICATIONS:

KNOWLEDGE:

Requires graduation from an accredited school of nursing. A Bachelor of Science degree in nursing is preferred. Must be licensed to practice as a registered nurse in the State of Texas.

EXPERIENCE:

Four years of experience as a practicing registered nurse are required.

A Master of Science degree in Nursing and two years of experience in general nursing, including one year of supervisory experience, may be substituted for the experience requirement.

SPECIFICATIONS: (continued)

COMPLEXITY:

Work is somewhat complex and varied, and may require the simple interpretation of technical and detailed guidelines, policies and procedures.

IMPACT OF ACTIONS:

Errors could lead to moderate expenses and inconveniences. Work is typically performed under moderate to limited supervision with standard operating procedures. The incumbent functions under general review and at times autonomously, with the supervisor available to answer more difficult questions.

SUPERVISION EXERCISED:

Direct Supervision:

Involves scheduling, supervision and evaluation of work as a "first-line supervisor", recommends personnel actions, such as hiring, terminations, pay changes of non-supervisory personnel. Has four to six direct report employees.

Indirect Supervision:

No indirect reports.

CONTACTS:

Internal Contacts:

Level of internal contact is primarily with professionals and supervisors. Interaction involves routine information exchange and/or simple service activity requiring common courtesy; e.g., answering questions, giving directions in response to simple requests.

External Contacts:

Level of external contact is primarily with citizens, visitors and/or mid-level representatives of government agencies, guests, vendors and professional contacts with allied organizations. Interaction requires moderate tact and cooperation; e.g., responding to questions which require some research to provide the correct answer.

PHYSICAL EFFORT:

The position occasionally requires stooping or bending. Occasional very light lifting, such as three or four reams of papers or books (up to 20 pounds or an equivalent weight) may be required.

WORK ENVIRONMENT:

There are occasional minor discomforts from exposure to less-than-optimal temperature and air conditions. The position may involve dealing with modestly unpleasant situations, as with occasional exposure to office chemicals and/or extensive use of a video display terminal.

PHYSICAL SKILL:

Requires the ability to make coordinated gross motor movements in response to changing external stimuli within moderately demanding tolerances; or the ability to make coordinated eye/hand movements on a patterned response space within low tolerance demands with no real speed requirements.

MISCELLANEOUS:

All duties and responsibilities may not be listed in the above job description.

JOB FAMILY:

Public Health Nurse I
Public Health Nurse II
Public Health Nurse III
Public Health Nurse IV
Chief Nurse, RN
Public Health Nursing Chief



CITY OF HOUSTON

JOB DESCRIPTION

Job Code: 696.3

Job Title: **SENIOR PUBLIC HEALTH EDUCATOR**

Pay Grade: 18

GENERAL SUMMARY:

Plans and organizes various health education activities. Provides specialized health information, knowledge and skills to various community and private sector groups.

RESPONSIBILITIES:

- Plans, develops, implements, and evaluates specialized health education demonstrations, activities and/or programs in the clinic and within the community. Typical programs include CPR, maternal/infant care, and cancer prevention/breast self-examination.
- Coordinates local and national health observance programs for community.
- Targets and promotes specific preventive campaigns/health fairs; e.g., immunizations, measles outbreaks, encephalitis, etc.
- Plans, conducts and evaluates in-service training programs on health education.
- Coordinates section/unit activities with other agency or departmental health education programs.
- Prepares and evaluates new health education pamphlets, visual aids, teaching materials, etc.
- Explains health education programs and services of the department to the community and private sectors.

SPECIFICATIONS:

KNOWLEDGE:

Requires a Bachelor's degree in Education, Behavioral Science, or a closely related field such as Public Health.

EXPERIENCE:

Two years of experience in Public Health, Education or a closely related field are required.

A Master's degree in Education, Behavioral Science, or closely related field such as Public Health may be substituted for the above requirements.

Directly related professional experience may be substituted for the education requirement on a year-for-year basis.

SPECIFICATIONS: (continued)

COMPLEXITY:

Work consists of standard procedures and tasks where analytic ability is required in following guidelines, policies and precedents.

IMPACT OF ACTIONS:

Errors in work lead to minor inconvenience and incur some costs. Work is typically performed under moderate supervision and within standard operating procedures. The incumbent occasionally can function autonomously, with the supervisor available to answer questions as they arise.

SUPERVISION EXERCISED:

Direct Supervision:

No direct report employees.

Indirect Supervision:

No indirect reports.

CONTACTS:

Internal Contacts:

Level of internal contact is primarily with professionals and supervisors. Interaction requires moderate tact and cooperation; e.g., scheduling and/or coordinating two personal calendars, resolving problems and/or obtaining necessary information.

External Contacts:

Level of external contact is primarily with citizens, visitors and/or mid-level representatives of government agencies, guests, vendors and professional contacts with allied organizations. Interaction requires moderate tact and cooperation; e.g., responding to questions which require some research to provide the correct answer.

PHYSICAL EFFORT:

The position occasionally requires stooping or bending. Occasional very light lifting, such as three or four reams of papers or books (up to 20 pounds or an equivalent weight) may be required.

WORK ENVIRONMENT:

There are no major sources of discomfort, i.e., essentially normal office environment with acceptable lighting, temperature and air conditions.

PHYSICAL SKILL:

Requires the ability to make simple gross motor responses within large tolerances.

MISCELLANEOUS:

All duties and responsibilities may not be listed in the above job description.

JOB FAMILY:

Public Health Educator
Senior Public Health Educator
Public Health Education Chief

Effective: October 1990

Revised: March 1992



CITY OF HOUSTON

JOB DESCRIPTION

Job Code: 696.2

Job Title: **PUBLIC HEALTH EDUCATOR**

Pay Grade: 14

GENERAL SUMMARY:

Provides specialized health information, knowledge and skills to various community groups and the general public.

RESPONSIBILITIES:

- Plans, organizes, and develops health education programs that meet community needs.
- Collects data and performs research to assist in developing, pretesting and evaluating health related education techniques and/or materials.
- Schedules and presents health education programs/seminars for community and private sector groups.
- Establishes and maintains a close working relationship with the community and private sectors through advisory and committee participation.
- Prepares or assists with the preparation of health education pamphlets, visual aids or special projects.
- Interprets health education programs and services of the department to the community and private sector.
- Assists with Public Health Educator staff development.

SPECIFICATIONS:

KNOWLEDGE:

Requires a Bachelor's degree in Education, Behavioral Science or a closely related field such as Public Health.

EXPERIENCE:

No experience is required.

Directly related professional experience in Public Health, Education or a closely related field may be substituted for the education requirement on a year-for-year basis.

COMPLEXITY:

Work consists of fairly standard procedures and tasks where basic analytic ability is required, as in the comparison of numbers and simple facts in selecting the correct action.

IMPACT OF ACTIONS:

Errors in work lead to minor inconvenience and incur some costs. Work is typically performed under close to moderate supervision of routine duties to ensure completion of tasks. The supervisor is generally close by to answer questions.

SPECIFICATIONS: (continued)

SUPERVISION EXERCISED:

Direct Supervision:

No direct report employees.

Indirect Supervision:

No indirect reports.

CONTACTS:

Internal Contacts:

Level of internal contact is primarily with the clerical and technical staffs and occasionally with professionals and supervisors. Interaction involves routine information exchange and/or simple service activity requiring common courtesy; e.g., answering questions, giving directions in response to simple requests.

External Contacts:

Level of external contact is primarily with citizens, visitors and/or mid-level representatives of government agencies, guests, vendors and professional contacts with allied organizations. Interaction requires moderate tact and cooperation; e.g., responding to questions which require some research to provide the correct answer.

PHYSICAL EFFORT:

The position occasionally requires stooping or bending. Occasional very light lifting, such as three or four reams of papers or books (up to 20 pounds or an equivalent weight) may be required.

WORK ENVIRONMENT:

There are no major sources of discomfort, i.e., essentially normal office environment with acceptable lighting, temperature and air conditions.

PHYSICAL SKILL:

Requires the ability to make simple gross motor responses within large tolerances.

MISCELLANEOUS:

All duties and responsibilities may not be listed in the above job description.

JOB FAMILY:

Public Health Educator
Senior Public Health Educator
Chief Public Health Educator

Effective: October 1990

Revised: March 1992

FORM J: ASSESSMENT NARRATIVE**Legal Business Name of Respondent: Houston Health Department**

Complete the Table under Part A, and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE GUIDELINES). Please keep responses to a maximum of three (3) pages including this page and two more.

Part A

Multiple data sources and assessments exist for many communities. Respondent is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

Source of Assessment Data	Date of Each Assessment Source
ACS One-Year Estimates. U.S. Census Bureau	2013, 2014
The State of Health-Houston Harris County, Texas	May 2015
Get Covered Data	2013
Rice University Kinder Institute for Urban Research	June 2015

Part B

1. Description of the community that will be served by the respondent's proposed support services.
 - a. The geographic boundaries encompassing the target population served by the Houston Health Department and on which this proposal is focusing, is located in Houston, Harris County, Texas and surrounding areas. This is considered a primarily urban environment, even though it contains small rural pockets.
 - b. According to data from the 2014 ACS- US Census Bureau one-year estimate, Harris County has a population of 4.4 million, and the city of Houston which lies primarily within Harris County, has 2.23 million of that population. Rice University's Kinder Institute for Urban Research reports that the greater Houston Metropolitan Area as the most diverse large metropolitan area in the US. Seventy-two percent of Houston/Harris County residents are minorities, 27.4 percent of this population is under the age of 18. The male/female distribution is almost even with 2,037,405 males and 2,055,054 females.
 - c. The Houston/Harris County area, where 1.1 million uninsured reside, is the target area for this proposed response Get Covered Data estimates that 29 percent of Houston residents and 26 percent of those living in Harris County lack health coverage. Fifty-three percent of Hispanics in Harris County have no health

insurance coverage. Houston's poverty rate is also high, at 23 percent. In 2013 the American Community Survey reported that 18.5 percent of Harris County residents and 22.4 percent of those in Houston lived below the Federal Poverty Level (FPL). At the same time the median household income was reported to be \$52,489 in Harris County and \$45,353 in Houston.

- d. Monitoring the leading causes of death in a community provides important insights on its greatest health needs and challenges over time. Lifestyle, health behaviors, and environmental factors all contribute to mortality and morbidity of the population. At the same time poverty and other socio-economic disadvantages have been linked to poor health status.

In 2012, there were 23,409 deaths in Harris County. The leading cause of death was cancer, accounting for 23%, or over one in five deaths. Cancer mortality rates are highest among the black population (217.7) compared to whites (169.9), and Hispanics (107.8). Diabetes mortality rates are higher among blacks (38.6) compared to Hispanics (26.1) and whites (16.0). The two leading causes of death in Houston/Harris County are cancer and heart disease, accounting for 45% of all deaths. At the same time however, life expectancy is increasing in the area; for men it is 76.2 years and for women, 80.7 years. Black males and females in particular are reported to show a steady increase in life expectancy compared to White males and females according to the 2015 -2016 State of Health.

The health of women, particularly as mothers, their infants, and children is significant as an indicator of the overall health of the community. Prenatal care, adolescent pregnancy and maternal mortality can have life-long impacts on the health of future generations. In 2012, 58.5% of births in Harris County were to mothers who received prenatal care within the first trimester; 69.2% of these women were white, 55.4% were Hispanic, and 52.6% were black. Adolescent births in Harris County are among the highest in the nation at a rate of 27.8 per 1000 females ages 15-17. Maternal deaths although rare, have been rising with 23.2 per 100,000 live births for the period 2009-2011 compared to 12.0 in the period 2003-2005; 43% of these were among black women.

2. A description of the Priority Population including:

e. ***Geographic service area (Form B)***

Within Houston/Harris County, 15 zip codes with the highest rates of uninsured are target priority population as identified by darker color on map (please refer to figure 1).

These include areas with high concentration of eligible immigrants, uninsured teens and young women.

f. ***Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);***

One third of Harris County residents rely on safety net providers for health care services due to lack of healthcare insurance or limited economic means. 65 percent of patients reporting to these safety net clinics in Harris County are females, of which 62 percent are between the ages of 25 and 65. 41 percent of these females are black, 83 percent are Hispanic, and 39 percent are white.

g. Priority Population's health status (including population data related to health indicators, behavioral data, and community opinion data); and

The Hispanic population in Houston experiences worse outcomes for some health indicators than the White population. These include higher mortality rates from diabetes, obesity, tuberculosis, and kidney disease. They also have lower levels of healthcare access to preventive services and have a high rate of uninsured in their community.

The African American population in Houston experiences worse health for a wide range of health indicators as compared to any other racial/ethnic groups in Houston. These include greater rates of overweight/obesity, infant mortality, diabetes, HIV/STD and other sexually transmitted infections, as well as mortality for numerous conditions including heart disease, cancer, stroke, and diabetes.

The White population in Houston shows the worse health outcome indicators for higher rates of mortality from chronic lower respiratory disease, Alzheimer's, and suicide, as well as higher rates of breast cancer, and high rates of heart disease.

h. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).

The HHD emphasizes prevention and health promotion for the whole community rather than individuals, and employs interventions aimed at the environment, human behavior, lifestyles and medical care. The population served is mainly those with limited to no health coverage access as well as those living at or below the FPL. In the calendar year 2015, HHD saw over 30,000 unduplicated patients in its four health centers. Services provided included primary care, dental, family planning, immunizations, STD screening, TB services, laboratory, pharmacy, and travel services. The Department is also mobilized when threats to the health of that population arise. In promoting and protecting the health and wellbeing of Houstonians, the Department's focus includes a variety of educational seminars and workshops, health fairs and expos, and direct outreach in neighborhoods where access to health care is limited.

3. Identification of the gaps in resources and potential barriers to improving health status in the community served and how respondent's proposed support services will address these issues.

Among the challenges and potential barriers to improving the health of the community served, HHD identifies a lack of health insurance coverage, lack of awareness and knowledge of available services, and a lack of understanding as to the potential benefits of some preventative methods. As it pertains to the proposed support services in this response, the Department's outreach and education efforts will help to promote, inform and educate on available services particularly as they relate to women's health, as well as screen for health care coverage eligibility into the Healthy Texas Women Fee-for-Service Program. Education on family planning, healthy women services, and contraceptive methods, particularly LARCs, will address the lack of or limited knowledge and misinformation on these preventive services. Additionally, staff and provider training as well as skill building activities will support the Department's efforts in meeting the needs and partnering more effectively with the community to promote and protect its health.

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of
Respondent:

Casa Health Center

Clinic Site # 1 of 4

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent: Northside Health CenterClinic Site # 2 of 4

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of
Respondent:

Sharpstown Health Center

Clinic Site # 3 of 4

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of
Respondent:

Sunnyside Health Center

Clinic Site # 4 of 4

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: Houston Health Department

Clinic Site # 1 of 4

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name:	La Nueva Casa de Amigos		
Street Address:	1809 N Main	Suite	:
City:	Houston	County:	Harris
Zip Code:	77009	HSR:	6
Clinic APPOINTMENT Phone #:	832-393-5427		
Clinic PRIMARY Phone #:	832-398-0570	Fax:	713-238-9638
Service Area (counties to be served):	Harris County		
Contact Person: Solly Diaz, Division Manager			
Pharmacy License #:	13445	Class:	D
TPI#:	093774008	NPI#:	1235274952
Submission date of Medicaid Application:			
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:30	12:30	1:30	5:30		
TUESDAY	7:00	10:30	11:30	4:00		
WEDNESDAY	7:00	10:30	11:30	4:00		
THURSDAY	7:00	10:30	11:30	4:00		
FRIDAY	7:00	10:30				
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: Houston Health Department

Clinic Site # 2 of 4

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name: Sharpstown Health Services			
Street Address: 6201 Bonhomme		Suite :	
City: Houston	County: Harris	Zip Code: 77036	HSR: 6
Clinic APPOINTMENT Phone #: 832-393-5427			
Clinic PRIMARY Phone #: 832-395-9800		Fax:	
Service Area (counties to be served): Harris County			
Contact Person: Solly Diaz, Division Manager			
Pharmacy License #: 25939		Class: D	
TPI#:293526401		NPI#:1659664522	
Submission date of Medicaid Application:			
Subcontractor Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Mobile Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	7:30	11:00	12:00	4:30		
TUESDAY	7:30	11:00	12:00	4:30		
WEDNESDAY	7:30	11:00	12:00	4:30		
THURSDAY	7:30	11:00	12:00	4:30		
FRIDAY	7:30	11:00				
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: Houston Health Department

Clinic Site # 3 of 4

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name: Northside Health Center	
Street Address: 8504 Schuller Rd	Suite :
City: Houston	County: Harris Zip Code: 77093 HSR: 6
Clinic APPOINTMENT Phone #: 832-393-5427	
Clinic PRIMARY Phone #: 832-395-9100 Fax: 713-671-3062	
Service Area (counties to be served): Harris County	
Contact Person: Marquis Smith, Division Manager	
Pharmacy License #: 13445	Class: D
TPI#093774003	NPI#:1215072939
Submission date of Medicaid Application:	
Subcontractor Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Mobile Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:30	12:30	1:30	5:00		
TUESDAY	7:30	11:30	12:00	4:30		
WEDNESDAY	7:30	11:30	12:00	4:30		
THURSDAY	7:30	11:30	12:00	4:30		
FRIDAY	7:30	11:30				
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: Houston Health Department

Clinic Site # 4 of 4

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name:	Sunnyside Health Center		
Street Address:	4605 Wilmington ST	Suite	:
City:	Houston	County:	Harris
Zip Code:	77051	HSR:	6
Clinic APPOINTMENT Phone #: 832-393-5427			
Clinic PRIMARY Phone #: 832-395-0206		Fax: 713-732-5010	
Service Area (counties to be served):	Harris County		
Contact Person: Michael Robertson, Division Manager			
Pharmacy License #: 13445	Class: D		
TPI#: 093774007	NPI#: 1972648681		
Submission date of Medicaid Application:			
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:30	12:30	1:30	6:00		
TUESDAY	7:30	11:00	12:00	4:30		
WEDNESDAY	7:30	11:00				
THURSDAY	7:30	11:00	12:00	5:00		
FRIDAY	7:30	11:00	12:00	5:00		
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

FORM L: STAFF DEVELOPMENT PLAN**Legal Business Name of Respondent:** Houston Health Department

All respondents must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.

- Ms. Cheryl Sheppard- Human Service Bureau Client Access Program Manager-

Ms. Sheppard has been with the Houston Health Department for over 23 years. As Human Service Program Manager she directly oversees the work of the Client Access-eligibility staff. Ms. Sheppard was integral in putting together the eligibility work flows, systems and processes for eligibility staff. She has experience in managing, training and overseeing staff. She also has experience in establishing goals, evaluating performance of staff and fostering an environment that encourages strong service linkage and connection to services.

- Ms. Dianne Fullilove, Human Service Bureau Client Access Customer Service Supervisor
Ms. Fullilove has been with the Houston Health Departments eligibility program for twenty six years. She started as an eligibility staff and has worked her way up to supervising staff on their accuracy and efficiency. Ms. Fullilove reviews eligibility cases daily and reports out to managers on a weekly basis.
- Ms. Gina Barrios, Human Service Bureau Family Planning Program Manager
Ms. Barrios brings 15 years of experience working the public sector and 5 years in Family Planning education. Ms. Barrios has trained outreach and community workers for on motivational interviewing, developing assessments and providing youth friendly services.
- Ms. Ereka Philip, Administrative Coordinator for the Office of Quality Improvement and Compliance.
Ms. Philip brings 20 years of experience working in the public health department. She has managed the Child Abuse Training, Human Trafficking and Intimate Partner Violence training for the last four years.
- Ms. Candace Garcia, Community Involvement Coordinator for the Office of Quality Improvement and Compliance.
Ms. Garcia brings six years of experience working with the Houston Health Department. She has been in the implementation, coordination, and management of the Epic-Electronic Health Record software since its inception. Ms. Garcia trains staff on using Epic and pulling reports.

2. Identify specific training that will be used for eligibility and billing staff.

The following training will be provided for the eligibility billing staff:

Training	Description	Staff Responsible
Medicaider 101	This training will provide staff with eligibility screening and application procedures as well as the technical skills to use the Medicaider- Chassis system to determine client's potential eligibility into health insurance programs such as HTW, the Affordable Care Act Marketplace, State Medicaid, and City of Houston Title V Dental Programs	Dianne Fullilove, Customer Service Supervisor
Understanding Social Service Programs 101	The training will provide general understandings on the various social service and health insurance program like Children's Health Insurance Program (CHIP), CHIP Perinatal, Children's Medicaid, Medicare, Mental Health Mental Retardation (MHMR), Health Texas Women, Title V Presumptive, Title V Child, Title V Prenatal, Qualified Health Plans under the Affordable Care Act, Harris Health Financial Assistance, SNAP, and other social service programs. Staff will also be provided education on filling out applications correctly.	Cheryl Sheppard, Client Access Program Manager
Human Service Bureau Program- Standard Operating Procedures	The training will review the various standard operating procedures and workflows in the Human Service Bureau Programs. This will include the following: <ul style="list-style-type: none"> • Client Assessments, • Providing referrals to partner organizations, • Connection to Care Coordination, • Document Process Procedures, • Opening/Closing a Case, • Other 	Cheryl Sheppard, Client Access Program Manager
Title X Orientation	The training will provide staff knowledge of the Title X program requirements and knowledge of the basics of reproductive health.	Gina Barrios, Family Planning Program Manager
HTW Program	Training will provide staff with program objectives, eligibility criteria, and services offered through HTW program.	Gina Barrios, Family Planning Program Manager
Motivational Interview and LARC Education	The training will provide staff with the skills to counsel and educate clients on their reproductive options using the methods of Motivational Interviewing (MI). MI is a conversational approach designed to help people discover their own interest in considering and/or making a change in their life. MI will be used to communicate with clients on	Gina Barrios, Family Planning Program Manager

	their reproductive health and birth control options, including Long Acting Reproductive Contraception.	
Cultural Competency and Communication Training	The training will provide outreach and education staff program service competently and with sensitivity to diverse client cultures	Gina Barrios, Family Planning Program Manager
EPIC Registration	The training will provide staff the steps to register and schedule an appointment for clients. It will also demonstrate where staff will document presumptive or HTW eligibility.	Candace Garcia, Community Involvement Coordinator
Child Abuse, Human Trafficking, and Intimate Partner Violence Training	The training will provide an understanding of abuse and neglect definitions. An introduction and general understandings of the systems and what to look for in cases of child abuse, human trafficking and intimate partner violence (IPV). The training will also provide the guidance on assessing the client and reporting guidelines.	Ereka Philip, Administrative Coordinator

3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.

All staff will be provided training on their daily job duties and what is needed to successfully provide clients service linkage and connection to services. Following each training staff will take a quiz on what they have learned and will have the opportunity to evaluate the training. The Quality Improvement team will pull two cases weekly from each of the eligibility staff to determine accuracy and process completion. Staff will have monthly site visits from the Customer Service Supervisor, who will review their process and if policies are being followed correctly. A monthly face to face training with all eligibility staff will review best practices and scenarios that have happened in the last month. A monthly report card detailing the number of clients staff has seen in the month, number of cases submitted, accuracy rates, and common errors will be provided to staff on their direct supervisor. Findings from the common errors will determine follow up trainings.

Observational audits, and secret shopper calls are conducted by program supervisors on a quarterly basis to assess staff's customer service skills, professionalism, adherence to policies and procedures, workplace safety, eligibility certification skills, client education/counseling/referrals, etc. Each supervisor is responsible for the quarterly documentation of staff assessments and subsequent scheduling of skill-building classes/or program orientation as necessary. Program Managers work with supervisors to address corrective measures; program supervisors provide follow up with staff, elicit and gather input, and implement corrective action plans for staff.

4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

The Houston Health Department uses HEAR as an employee evaluation tool. This tool allows management to input specific staff development plans and requirements for each individual employee, including health care professionals, based on classification and role. The tool helps managers and staff work together to establish measurable goals, track performance, work on staff performance, write effective performance reviews, track progress toward established goals, preset quarterly reviews, schedule reminders, and produce reports and annual reviews. The HEAR tool also allows for the incorporation of multiple managers and supervisors' feedback. As mentioned earlier, a monthly report card detailing the number of client's staff seen in the month, number of cases submitted, accuracy rates, and common errors will be provided to staff on their direct supervisor. (See Appendix --- Sample Report Card)

FORM L-1: STAFF DEVELOPMENT TRAINING CALENDAR**Legal Business Name of Respondent: _Houston Health Department**

Date	Training	Presenter	Within Agency
July 2016, January 2017	Medicaider 101	Dianne Fullilove, Customer Service Supervisor	X
July 2016, repeat if needed	Understanding Social Service Programs 101	Cheryl Sheppard, Client Access Program Manager	X
July 2016, January 2017	Human Service Bureau Program-Standard Operating Procedures	Cheryl Sheppard, Client Access Program Manager	X
August 2016	Title X Orientation	Gina Barrios, Family Planning Program Manager	X
August 2016, January 2017	Motivational Interview and LARC Education	Gina Barrios, Family Planning Program Manager	X
July 2016, January 2017	EPIC Registration	Candace Garcia, Community Involvement Coordinator	X
July 2016 January 2017	HTW Program	Gina Barrios, Family Planning Program Manager; Senior Public Health Educator	X
September 2016, this is a yearly training	Child Abuse, Human Trafficking, and Intimate Partner Violence Training	Ereka Philip, Administrative Coordinator	X

FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN**Legal Business Name of Respondent:** Houston Health Department

Respondent **must** develop and implement an annual plan to provide community education and program promotion to:

- Inform the public of its purpose and services;
- Enhance community understanding of its objectives;
- Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- Enlist community support; and
- Recruit potential clients for the HTW Program.

The plan must be based on the assessment of the needs of the community required in Section 2.2 of the RFP.

The Community Education/Program Promotion Plan must:

1. Describe respondent's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.

The HHD plans to provide outreach and education services with the goals of increasing family planning services while improving knowledge and clarifying misinformation regarding LARCs, for the contract period of July 1, 2016 through August 31, 2017. The Department through its Community Health Services (CHS) will conduct informational sessions at clinics, multi-service centers, local churches, college campuses, and schools with the purpose of informing the community, with particular emphasis on the target group. These sessions will serve to share basic information and enhance their understanding of HTW program services, as well as Family Planning education to include the benefits of LARCs. These sessions will also serve as opportunities to enlist community support in sharing information, referring to our clinics, and to screen and /or refer clients for eligibility screening into the HTW program.

2. Describe respondent's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the proposed service area. Respondent must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the respondent to the community.

To further increase our outreach, education, and program promotion we will collaborate with internal partners such as the Departments' s WIC, Nurse Family Partnership, HIV/STD, and My Brother's Keeper Program, the Adolescent Health and Injury Prevention program by providing educational and informational sessions to their groups, offering opportunities for eligibility screening at their events, and sharing Family Planning educational and informational material with them to share in their individual programs. The Department will also collaborate in similar fashion with external partners. CHS will also participate in health and community fairs

sponsored by other healthcare and community organizations with a focus of expanding our informational and educational reach on the topics of Family Planning, HTW Program services, and for enlisting potential clients for eligibility screening.

***Form M-1:
Community Education/Program Promotion Calendar''.***

Date	Topic/Activity	Presenter	Location (select one)
Monthly	HTW community Informational Session	Senior Public Health Educator	HHD Multi-service Center
September 2016	Teen Workshop – Making Healthy, Informed Choices about Sex & Contraceptives	Public Health Educator	TBD
October 2016	Dating Violence among Teens and Young Adults	Public Health Educator	TBD
September 2016	Young Adults- College-Workshop – Making Healthy, Informed Choices about Sex & Contraceptives	Public Health Educator	TBD
November 2016	Parent Workshop – How to talk to teens about sex and healthy relationships	Senior Public Health Educator	TBD
February 2017	Dating Violence among Teens and Young Adults	Public Health Educator	TBD
March 2017	Teen Workshop – Making Healthy, Informed Choices about Sex & Contraceptives	Public Health Educator	TBD
April 2017	Parent Workshop – How to talk to teens about sex and healthy relationships	Senior Public Health Educator	TBD
May 2017	Parent Workshop – How to talk to teens about sex and healthy relationships	Senior Public Health Educator	TBD
May 2017	Young Adults- College-Workshop – Making Healthy, Informed Choices about Sex & Contraceptives	Public Health Educator	TBD
Daily	Eligibility information and counseling	Customer Service Rep	At the four health centers

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of Respondent: Houston Health Department

This certification pertains to the following billing or performing provider:

Provider Name Luther Harrell
 Federal Tax ID Number 74-6001164
 NPI Number 1619095635

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 8000 N Stadium Drive 7th Floor
 Street Address City/State/Zip Code Houston, TX 77054
 Telephone Number 832-393-4851

Provider's primary physical address:

Street Address Nueva Casa Health Center
 Street Address City/State/Zip Code 1890 N Main Houston, TX 77009
 Telephone Number 832-395-0570

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
 common ownership, management, or control;
 a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example:
 taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
 furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
 or
 using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Stephen L. Williams. I am the provider or, if the provider is an organization, I am the provider's (title or position) Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
 - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 01/01/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: 

Printed Name: Stephen L Williams

Title: Director

Date: 4/19/2016

Appendix F

Client Access Report Card FY 2016												
Client Access Name: SAMPLE		Site: AreaL										
Direct Supervisor:												
	July	August	September	October	November	December	January	February	March	April	May	June
Total Interviews	351	347	361	315	157	215	275	270	229			
	Exceptional	Exceptional	Exceptional	Exceptional	Exceeds Expectation	Exceptional	Exceptional	Exceptional	Exceptional	Not	Not Scored	Not
Total Applicants	201	198	190	164	87	131	160	156	138			
Harris Health Eligibility Program (HFAP):												
Harris Health Monthly Audit Score	85.53%	84.78%	95.00%	84.38%	96.15%	72%	100.00%	88.33%	92.31%			
HEAR Plan Score	Meets Expectation	Meets Expectation	Exceptional	Meets Expectation	Exceptional	Meets Expectation	Exceptional	Meets Expectation	Exceeds	Not	Not Scored	Not
Interview Analysis												
Total Certified cases	109	107	124	98	40	67	102	94	83			
Total Denied Cases	86	75	78	78	40	70	53	74	57			
Total	195	182	202	176	80	137	155	168	140	0	0	0
Interview Analysis Eligibility by Medicaid												
HFAP	156	157	174	142	65	90	143	131	111			
Title V	20	23	25	11	4	6	16	12	9			
Federal/ QHP/ ACA	16	16	12	13	16	14	15	6	9			
HTW												
Medicaid	27	7	27	33	11	12	16	8	7			
SCHIP	4	3	3	9	2	0	1	2	2			
Unknown	0	0	0	0	0	0	0	0	0			
Medicare	0	1	0	0	0	0	0	0	0			
State Medicaid/Medicare												
Number Referred to state worker	24	6	25	29	9	9	15	7	5			
Care Coordination Referral												
Number referred to Care Coordination				6	8	5	15	10	11			

	July	August	September	October	November	December	January	February	March	April	May	June
Client Access Monthly site Visit (5 case audit)*				11/19/2015	12/22/2015	2/4/2016	2/5/2016	2/26/2016	3/31/2016			
Date of Visit				1	2	1	2	1	2			
HFAP				2	1	2	3	3	3			
Title V Child				1	None Done	1	None Done	none done	none done			
Title V Prenatal				1	None Done	1	None Done	none done	none done			
Sum of cases				4	3	4	5	4	5			
HEAR Plan Score				Exceeds Expectation	Meets Expectation	Exceeds Expectation	Exceptional	Exceeds Expectation	Exceptional	Not Scored	Not Scored	Not Scored

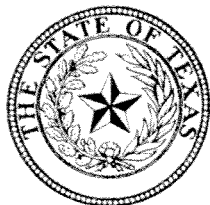
*As of February 2016: 2 cases for Title V Prenatal, 2 for Title V Child will be reviewed. If there is not cases for Title V, the reviewers will increase the HFAP case reviews.

Monthly Comments and Recommendations: March 2016												
Site Visit Notes						Harris Health Notes						

Client Access Report Card FY 2016												
Client Access Name: SAMPLE		Site: AreaL										
Direct Supervisor:												
HEAR Plan Score												
Average of Scores for the year												
July 2015-June 2016												
Interview Average												
280.00												
Exceptional												
Type of Training:		Trainings/Meetings Participated										
Medicaid												
Eligibility 101												
EPIC- appointment setting												
ACA 101												
CAC Certification												
Expectation for Client Access												
LARC Education												
Motivation Interview												
Child Abuse												
Human Trafficking												
Intimate Partner Violence												

Harris Health Avg. Audit Score	
0.89	
Meets Expectation	
CAS Site Visit Avg. Audit Score	
4.17	
Exceptional	

Month/YR				Past Notes (Site Audits)			
Harris Health Audit Notes							
Nov-15				Nov-15			
Dec-15				Dec-15			
Jan-16				Jan-16			
Feb-16				Feb-16			



State of Texas
Health & Human Services Commission

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name

Social Security #

N/A

III.

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."


 Signature

Stephen L. Williams, M.Ed, MPA
 Printed Name

Director

Title

04/19/2016

Date

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ☐ Yes ☐ No

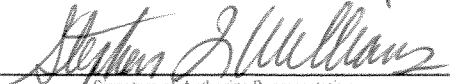
5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☐ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor Houston Health Department	Vendor ID No. or Social Security No. 74-600-1164	HHSC Contract No. (if applicable) 529-16-0094
------------------------------------------------------------------	------------------------------------------------------------	---------------------------------------------------------


Signature of Authorize Representative

April 19, 2016

Date

Printed/Typed Name and Title of Authorized Representative
Stephen L. Williams, M.Ed, MPH

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

DEFINITIONS

Covered Contracts/Subcontract.

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
 - a. Principal investigators.
 - b. Providers of audit services required by the HHSC or federal funding source.
 - c. Researchers.

Debarment. An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

Grant. An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

Ineligible. Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

Participant. Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

Person. Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

Principal. Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

Proposal. A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension. An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

Voluntary exclusion or voluntarily excluded. A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

HHSC RFP No.: **529-16-0094**Respondent Name: **Houston Health Department****Required Certifications**

Instructions: This form must be submitted as an attachment to the respondent's proposal, and must be signed in ink by an individual who is authorized to bind the respondent.

By submitting a proposal, the respondent agrees and certifies the following.

1. The respondent accepts the RFP terms and conditions, including HHSC's Uniform Contract Terms and Conditions, and other RFP requirements unless specifically noted on the Respondent Information and Disclosure Form. HHSC reserves the right to reject any or all of the respondent's proposed exceptions.
2. The respondent's proposal will remain a firm and binding offer for 240 days from the date the proposal is due.
3. The respondent guarantees that the proposal complies with all RFP requirements, at the costs outlined in the proposal. The respondent further guarantees that the terms specified in the proposal will remain firm and binding through the contract termination date, unless the parties agree to modify such terms in the contract.
4. HHSC will have the right to use, produce and distribute copies of, and disclose all or part of the proposal to HHSC's employees, agents, and contractors and other governmental entities as HHSC deems necessary to complete the procurement process or comply with state or federal laws.
5. Neither the respondent nor any firm, corporation, partnership, or institution represented by the respondent, nor anyone acting for such firm, corporation, partnership or institution has: (1) violated the antitrust laws of the State of Texas under TEX. BUS. & COM. CODE, Chapter 15, or federal antitrust laws, or (2) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process.
6. All prices proposed by the respondent have been arrived at independently. The respondent has not, for the purpose of restricting competition, consulted, communicated with, and/or made any agreements with or inducements to any other respondent relating to:
 - the intention to submit a proposal;
 - the methods or factors used to calculate the prices proposed; or
 - the respondent's proposal.
7. On behalf of itself, any parent or subordinate organization and all proposed subcontractors, the respondent accepts as lawful and binding, without reservation or limitation:
 - the RFP's submission requirements and specifications, including all RFP appendices and addenda, except as noted in the Respondent Information and Disclosure Form;
 - HHSC's procurement rules, procedures, and processes;
 - HHSC's use of the evaluation methodology and process described in RFP Section 5;
 - HHSC's sole, unrestricted right to reject any or all proposals, or parts thereof, submitted in response to the RFP;
 - the substantive, professional, legal, procedural, and technical propriety of the RFP Scope of Work.
8. The respondent generally releases from liability and waives all claims against any party providing information about the respondent at HHSC's request.
9. Prior to assigning any personnel to perform any part of its obligation under the contract, the respondent agrees that it will require its personnel and subcontractor personnel to execute individual confidentiality agreements, which upon execution will become part of the contract.

HHSC RFP No.: 529-16-0094 Respondent Name: Houston Health Department

10. The respondent does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract, and if applicable, the respondent has identified any potential conflicts of interest in its proposal.
11. The respondent has complied with all State of Texas and federal laws and regulations relating to the hiring of former state employees, and has disclosed all past state employment in its proposal.
12. The respondent has identified all parts of its proposal that it believes are excepted from disclosure under the Texas Public Information Act, and provided an explanation of why it believes the exceptions apply, in the Respondent Information and Disclosure.
13. Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
14. Under Section 2155.006, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
15. Under Texas Family Code Section 231.006, relating to child support obligations, the respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.
16. The respondent will adhere to, and require its subcontractors to adhere to, Executive Order 13224, "Terrorist Financing – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," effective September 24, 2004, as amended.
17. Respondent has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
18. The respondent acknowledges all addenda and amendments to the RFP.



Signature

Stephen L. Williams, M.Ed, MPA

Printed Name

Director

Title

April 19, 2016

Date

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

Covered Awards and Subawards--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

Lobbying--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

Limited Use of Appropriated Funds Not Prohibited--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

Professional and Technical Services--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

Other Allowable Activities--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

Funds Other Than Federal Appropriations--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

Applicability of Other State and Federal Requirements--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ☐ Yes ☐ No

Name of Contractor/Potential Contractor Houston Health Department	Vendor ID No. or Social Security No. 74-6001164	HHSC Contract No. (if applicable) 529-16-0094
-----------------------------------------------------------------------------	-----------------------------------------------------------	---------------------------------------------------------

Name of Authorized Representative (type or print) Stephen L. Williams, M.Ed, MPH	Title Director
--------------------------------------------------------------------------------------------	--------------------------


Signature--Authorize Representative

April 19, 2016
Date

Form Number: CPP0434

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
ANTI-TRUST CERTIFICATION FORM**

INSTRUCTIONS

PURPOSE:

The contractor certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Antitrust violations are activities or practices that are noncompetitive or that attempt to restrain trade or commerce.

PROCEDURES:

This form should be included in the contract package if the anti-trust certification is not part of required certifications included in the contract.

The HHSC Program/Division that originates the request for the new contract is responsible to ensure that this form is included in the contract package forwarded to Administrative Services Development (ASD) for review, approval and execution. The anti-trust certification applies to contracts established with private vendors only.

Effective Date: 04/02/2007

Revision Date:

Form Number: CPP0434

HHSC Contract No. 529-16-0094

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.


Authorized signature

Houston Health Department

Name of Contractor/Vendor

April 19, 2016

Date

Stephen L. Williams, M.Ed, MPH

Printed Name of Individual

Director

Title of Individual

Effective Date: 04/02/2007

Revision Date:

Effective: August, 2004

Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094

Respondent's Name: Houston Health Department

Respondent Information and Disclosures*Instructions: This form must be submitted as an attachment to the respondent's proposal.*

Part 1: General Respondent Information.	
1. Organization's Legal Name: <u>Houston Health Department</u>	
2. Doing Business As: <u>Houston Health Department</u>	
3. Physical Address: <u>8000 North Stadium Dr. Houston, Texas 77054</u>	
4. Mailing Address: <u>8000 North Stadium Dr. Houston, Texas 77054</u>	
5. Taxpayer Identification Number: <u>74-6001164</u>	
6. Legal Status (check one): <input type="checkbox"/> For-profit Entity <input type="checkbox"/> Non-profit Entity	
<input checked="" type="checkbox"/> Governmental Entity	
7. Business Structure (check one): <input type="checkbox"/> Corporation <input type="checkbox"/> Limited (Liability) Company	
<input type="checkbox"/> Partnership <input type="checkbox"/> Limited (Liability) Partnership	
<input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship	
<input checked="" type="checkbox"/> Other (specify): <u>Local Government (City)</u>	
8. State of Incorporation, If Applicable: <u>N/A</u>	
9. Name of Parent Entity, If Applicable: <u>City of Houston</u>	
10. HUB Status (check one): <input type="checkbox"/> State of Texas Certified Entity <input checked="" type="checkbox"/> Non-HUB Entity	
Part 2: Respondent Contact Information.	
1. Person Who Will Sign the Contract: Name: <u>Stephen L. Williams, M.Ed, MPH</u> Title: <u>Director</u> Mailing Address: <u>8000 North Stadium Dr</u> <u>Houston, Texas 77054</u> Telephone: <u>832.393.5169</u> Fax: <u>832.393.5259</u> E-mail: <u>stephen.williams@houstontx.gov</u>	2. Primary Contact for Proposal Questions: Name: <u>Gina Barrios</u> Title: <u>Human Service Program Manager</u> Mailing Address: <u>8000 North Stadium Dr.</u> <u>6th Floor. Houston, Texas 77054</u> Telephone: <u>832.393.5068</u> Fax: <u>832.393.5243</u> E-mail: <u>gina.barrios@houstontx.gov</u>
Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.	
1. Organization's Legal Name: <u>N/A</u>	
2. Doing Business As: <u>N/A</u>	
3. Physical Address: <u>N/A</u>	

Effective: August, 2004

Revision Date: July 15, 2008

HHSC RFP No.: **529-16-0094**Respondent's Name: **Houston Health Department**

4. Mailing Address: _____
5. Taxpayer Identification Number: _____
6. Legal Status (check one): ☐ For-profit Entity ☐ Non-profit Entity
☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company
☐ Partnership ☐ Limited (Liability) Partnership
☐ Joint Venture ☐ Sole Proprietorship
☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: _____
10. HUB Status (check one): ☐ State of Texas Certified Entity ☐ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☒ No

Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.

1. Name of former state employee: **N/A** _____
2. Job title at termination of state employment: _____
3. Date of termination of state employment: _____
4. Annual rate of compensation at termination: _____
5. Description of job responsibilities while state employee: _____
- _____
- _____
- _____

6. If the former state employee worked on matters relating to the RFP, describe those matters:
- _____
- _____
- _____
- _____
- _____

Have you attached additional pages for Part 4? ☐ Yes ☒ No

Effective: August, 2004

Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094

Respondent's Name: Houston Health Department

Part 5: Conflicts of Interest. *Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.*

N/A

Have you attached additional pages for Part 5? ☐ Yes ☒ No

Part 6: Litigation. *Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.*

N/A

Have you attached additional pages for Part 6? ☐ Yes ☒ No

Effective: August, 2004

Revision Date: July 15, 2008

HHSC RFP No.: **529-16-0094**Respondent's Name: **Houston Health Department**

Part 7: Exceptions or Reservations to the RFP. List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.

N/A

Have you attached additional pages for Part 7? ☐ Yes ☒ No

Part 8: Texas Public Information Act (PIA): Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.

1. Proposal Section: N/A

2. PIA Exception*: _____

3. Explanation of Why the Exception Applies: _____

* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

➤ If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- ☐ Section 2 c. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - No
- ☐ Section 4 - Affirmation
- ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery), complete:

- ☒ Section 1 - Respondent and Requisition Information
- ☒ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- ☒ Section 3 - Self Performing Justification
- ☒ Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION-1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Houston Health Department State of Texas VID #: 74-6001164
 Point of Contact: Michele Austin Phone #: 832-393-5006
 E-mail Address: Michele.Austin@houstontx.gov Fax #: 713-794-9464
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Requisition #: 529-16-0094 Bid Open Date: 03/22/2016
 (mm/dd/yyyy)

Enter your company's name here: Houston Health DepartmentRequisition #: 529-16-0094**SECTION-2: RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services, transportation and delivery will be subcontracted**. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)

☒ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>).

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years, meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Houston Health DepartmentRequisition #: 529-16-0094**SECTION-2 RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

**Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: Houston Health DepartmentRequisition #: 529-16-0094**SECTION-3 SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

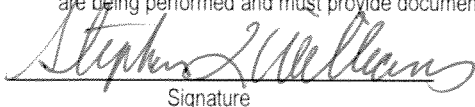
If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

At the time of submission of the proposal, the Houston Health Department will perform the entire contract with its own equipment, supplies, materials, and/or employees identified through existing City of Houston resources. As opportunities arise the Department will seek out HUB's for contracting and subcontracting if necessary.

SECTION-4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.



Signature

Stephen L. Williams

Printed Name

Director

Title

4/19/2014Date
(mm/dd/yyyy)**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Item Number: _____ Description: _____

SECTION A-2: SUBCONTRACTOR SELECTION

[illegible]

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Houston Health Department

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: Houston Health DepartmentRequisition #: 529-16-0094

IMPORTANT: If you responded "**No**" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If *Yes*, continue to SECTION B-4.)

☐ - No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbldsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: Houston Health DepartmentRequisition #: 529-16-0094**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbisearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

Company Name:	Houston Health Department	State of Texas VID #:	17450011640016
Point-of-Contact:	Michele Austin	Phone #:	832-393-5006
E-mail Address:	Michele.Austin@houstontx.gov	Fax #:	713-794-9464

Agency Name: _____		Phone #: _____	
Point-of-Contact: _____		Bid Open Date: 03/22/2016	
Requisition #: 529-16-0094		(mm/dd/yyyy)	

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than _____ on _____
Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: ☐ - Not Applicable

4. Bonding/Insurance Requirements: ☐ - Not Applicable

5. Location to review plans/specifications: ☐ - Not Applicable



HHS Enterprise Data Use Agreement - Attachment 2 SECURITY AND PRIVACY INITIAL INQUIRY (SPI)

Email: InfoSecurity@hhsc.state.tx.us

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 days for HIPAA related contracts and 90 days for others.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Entity or Applicant/Bidder Legal Name	Legal Name: Houston Health Department Address: 8000 North Stadium Drive City: Houston State: TX ZIP: 77054 Main Telephone #: 832.393.5169 Website: http://www.houstontx.gov/health/
2. Number of Employees, at all locations, in Applicant Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 1,315
3. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 0
4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	<div style="border-bottom: 1px solid black; padding-bottom: 10px;"> A. Security Official: Name: David LaPlante Address: 611 Walker 8th floor City: Houston State: Tx ZIP: 77002 Telephone #: (832) 393-0265 Email Address: David.LaPlante@houstontx.gov </div> <div style="border-bottom: 1px solid black; padding-bottom: 10px;"> B. Privacy Official: Name: Carolyn Sebile, MPH, CHPS, RHIA Address: 8000 North Stadium Dr. City: Houston State: Texas ZIP: 77054 Telephone #: 832 393-4796 Email Address: Carolyn.Sebile@houstontx.gov </div>

5. HHS Agency Information Provide the following information if known.

Contract Mgr:	<input style="width: 90%;" type="text"/>	Email Address:	<input style="width: 90%;" type="text"/>	Agency:	<input style="width: 90%;" type="text"/>
Telephone #:	<input style="width: 90%;" type="text"/>	Requesting Dept:	<input style="width: 90%;" type="text"/>	PO/Contract #:	<input style="width: 90%;" type="text"/>

6. Number of Storage Devices for HHS Confidential Information (as defined in the HHS Data Use Agreement (DUA)) Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	Total # (Sum a-d) 1,208
a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.	1,200
b. Servers. Number of Servers that are not in a data center or using Cloud Services.	4
c. Cloud Services. Number of Cloud Services in use.	2
d. Data Centers. Number of Data Centers in use.	2
7. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year: a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more	Select Option <input type="radio"/> a. <input type="radio"/> b. <input checked="" type="radio"/> c. <input type="radio"/> d.
8. HIPAA Business Associate Agreement	Yes or No
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered HHS agency for a HIPAA-covered function?	<input checked="" type="radio"/> Yes <input type="radio"/> No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "No" if not applicable, such as for agencies not covered by HIPAA.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
9. Subcontractors. If the Applicant/Bidder responded "0" to Question 3 (indicating no subcontractors), check "No" for both 'a.' and 'b.' to indicate "N/A."	Yes or No
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	<input type="radio"/> Yes <input checked="" type="radio"/> No
b. Will Applicant/Bidder obtain written approval from an HHS agency before entering into any agreements with subcontractors to handle HHS Confidential Information on behalf of Applicant/Bidder?	<input type="radio"/> Yes <input checked="" type="radio"/> No
10. Does Applicant/Bidder have any Optional Insurance currently in place? Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	<input type="radio"/> Yes <input checked="" type="radio"/> No

Section B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	Yes or No
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information on behalf of an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): i. Immediate breach notification to the HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose HHS Confidential Information has been breached, as directed by the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification of a need for update?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the HHS Confidential Information, except for an Authorized Purpose, without express written authorization from an HHS agency or as expressly permitted by the Base Contract?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

k. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit offshoring, or the use, disclosure, creation, maintenance or transmission of HHS Confidential Information outside of the United States of America, without express written permission from the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of HHS pursuant to the DUA, or to publish HHS Confidential Information without express prior approval of the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling HHS Confidential Information, (2) a requirement to complete training before access is given to HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

3. Does Applicant/Bidder have Privacy Safeguards to protect HHS Confidential Information in oral, paper and/or electronic form?

"Privacy Safeguards" means protection of HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.

☒ Yes
☐ No

Action Plan for Compliance with a timeline:

Compliance Date:

4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to HHS Confidential Information, whether oral, written or electronic?

☒ Yes
☐ No

Action Plan for Compliance with a timeline:

Compliance Date:

5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle HHS Confidential Information from the list of Authorized Users?

☒ Yes
☐ No

Action Plan for Compliance with a timeline:

Compliance Date:

Section C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)

This section is about your electronic system. If your business DOES NOT store, access, or transmit HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.

☐ **No Electronic Systems**

1. Does Applicant/Bidder ensure there are not any offshore (outside of the United States) services that access, create, disclose, receive, transmit or maintain HHS Confidential Information?

☒ Yes
☐ No

Action Plan for Compliance with a timeline:

Compliance Date:

2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?

☒ Yes
☐ No

Action Plan for Compliance with a timeline:

Compliance Date:


3. Does Applicant/Bidder monitor and manage access to HHS Confidential Information (i.e., access is limited to Authorized Users, formal processes exist for granting access and validating need for remote access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
4. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain HHS Confidential Information have a unique user name (account) and private password?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
5. Does Applicant/Bidder have a system for changing default passwords, requiring user password changes at least every 90 days, and prohibiting the creation of weak passwords for all computer systems that access or store HHS Confidential Information (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
7. Does Applicant/Bidder secure, manage and encrypt remote access to computer systems containing HHS Confidential Information, including wireless access, (i.e., access is limited to Authorized Users, a formal process exists for granting access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information, etc.)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
10. Does Applicant/Bidder use encryption products to protect HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WiFi, etc.) or that is stored on a computer system that is physically or electronically accessible to the public? (FIPS 140-2 encryption* preferred.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
11. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
12. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
13. Does Applicant/Bidder store HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can Applicant/Bidder produce evidence of the encryption, such as, a screen shot or a system report? (FIPS 140-2 encryption* preferred.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
* For more information regarding FIPS 140-2 encryption products, refer to: http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm	

14. Does Applicant/Bidder prohibit the storage or creation of HHS Confidential Information on free Cloud Services or social media sites, unless there is an HHS-approved subcontractor agreement including an encryption-at-rest requirement with the service or site?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
17. Does the Applicant/Bidder review system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
18. Notwithstanding records retention requirements, do Applicant/Bidder's disposal processes for HHS Confidential Information ensure that HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

Section D: Signature and Submission

Please sign the form digitally, if possible; if you can't, provide a handwritten signature.

Signature: 	Date: 4-28-2016
-------------------------------------------------------------------------------------------------	-----------------

To submit the completed, signed form, do one of the following:

- Click the Submit by Email button. (When prompted, choose the Desktop Email Application option and click OK.)
- Attach it to an email to InfoSecurity@hhsc.state.tx.us.

Submit by email

Attachment E – Grantee UTC

VERSION 2.12

HHSC Uniform Terms and Conditions Version 2.12
Published and Effective: November 30, 2015
Responsible Office: Chief Counsel



Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.12

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“[Contract](#)” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“[Deliverable](#)” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“[Effective Date](#)” means the date agreed to by the Parties as the date on which the Contract takes effect.

“[System Agency](#)” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Grantee](#)” means the Party receiving funds under this Contract, if any.

“[Health and Human Services Commission](#)” or “[HHSC](#)” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Attachment F – HHSC Special Conditions Version 1.0



**Health and Human Services Commission
Special Conditions
Version 1.0**

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

“Conflict of Interest” means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

“Contractor Agents” means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

“Custom Software” means Software developed as a Deliverable or in connection with the Agreement.

“Data Use Agreement” means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

“Federal Financial Participation” is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

“Item of Noncompliance” means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

“Minor Administrative Change” refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

“Other Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

“Outside the United States” means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

“Software” means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

“State” means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

“Third Party Software” refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

“Turnover” means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

“Turnover Plan” means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

“VUTC” means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

“WSD” means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. GENERAL PROVISIONS

2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract;
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 Delegation of Authority

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 Other System Agencies Participation in the Contract

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 Most Favored Customer

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

2.06 Assumption After Assignment

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 Cooperation with HHSC Vendors

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 Renegotiation and Reprocurement Rights

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 Solicitation Errors

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES

3.01 Authority

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 Prohibition

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 Exception

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 Remedy

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

4.01 Qualifications

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 Conduct and Removal

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 No Authority

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 E-Verify

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 Subcontractors Not Identified in the Solicitation Response

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. PERFORMANCE

5.01 Measurement

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. AMENDMENTS AND MODIFICATIONS

6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. AUDITS AND RECORDS

7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 Access and Accommodation

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response to Audits or Inspection Findings

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. PAYMENT

8.01 Duty to Make Payment

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

ARTICLE IX. CONFIDENTIALITY

9.01 Requests for Public Information

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 Consultant Disclosure

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 Other Confidential Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES

AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. DISPUTES AND REMEDIES

10.01 Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 Equitable Remedies

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 Continuing Duty to Perform

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. DAMAGES

11.01 Availability and Assessment

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 Specific Items of Liability

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

ARTICLE XII. **TURNOVER**

12.01 **Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 **Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

14.02 Continuing Duty to Disclose

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 Conflicts of Interest

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 Flow Down Provisions

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 Recruitment Prohibition

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 Manufacturer's Warranties

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

14.07 Cooperation with HHSC Designees

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 Notice of Litigation or Contract Action

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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Attachment G – State Assurances

State Assurances

- (a) Scope. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds.
- (1) A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
 - (2) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
 - (3) When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.
 - (4) A subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Family and Protective Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
 - (5) Subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).
 - (6) The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.
 - (7) Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Attachment H – Federal Assurances

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to

all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Attachment I – DUA

**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
_____ (“CONTRACTOR”)**

This Data Use Agreement (“DUA”), effective as of the Base Contract (“Effective Date”), is entered into by and between the Texas Health and Human Services Enterprise agency _____ (“HHS”) and _____ (“CONTRACTOR”), and incorporated into the terms of HHS Contract No. _____, in Travis County, Texas (the “Base Contract”).

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. **45 CFR 164.504(e)(1)-(3)** This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“Authorized Purpose” means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“Authorized User” means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate

relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and **45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. **45 CFR 164.524 and 164.504(e)(2)(ii)(E)**

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F)**

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. **45 CFR 164.504(e)(2)**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and

administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(I)(A)**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)**

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. **45 CFR 164.308(a)(2)**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d)**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I)**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance

investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d)**

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). **45 CFR 164.404**

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after

Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and **IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.**

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410**

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414**

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as

otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530***

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 ***Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Ownership of Confidential Information*

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 *HHS Commitment and Obligations*

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 *HHS Right to Inspection*

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 *Governing Law, Venue and Litigation*

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 *Injunctive Relief*

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 *Indemnification*

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 *Insurance*

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party

insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 *Fees and Costs*

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 *Entirety of the Contract*

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 *Automatic Amendment and Interpretation*

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
HHS CONTRACT NUMBER _____

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with _____
(SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE _____, **201** .

DATE: _____